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## The Solicitors' Journal and Reporter.

LONDON, DECEMBER 10, 1887.

## CURRENT TOPICS.

WE PUBLISH in another column the general rules made pursuant to section 8 of the Bankruptcy (Discharge and Closure) Act of last session (50 & 51 Vict. c. 67), which were signed on the 1st inst.

IT WILL BE SEEN from a case of *Re Newbould* before the Court of Appeal on Wednesday last (reported in another column) that the reasonable construction of the Remuneration Order adopted by Mr. Justice NORTH in *Re Faulkner* (36 W. R. 59, 36 Ch. D. 569) and *Re Peace & Ellis* (31 SOLICITORS' JOURNAL, 812) has been disavowed by the Court of Appeal. It will be remembered that in *Re Faulkner* Mr. Justice NORTH held that, where an auctioneer was employed and paid by the client, the solicitor, although not entitled to the conducting fee, was entitled to be remunerated under Schedule II. for work preliminary to that done by the auctioneer. He considered that *Re Emanuel & Simmonds* (34 W. R. 613, 33 Ch. D. 40) related only to leases, and did not apply to the case before him, where two scale fees were provided, one for conducting a sale, the other for deducing title, &c. The Court of Appeal have held that the same interpretation applies equally to both cases; that the solicitor is only entitled to be paid in respect of business connected with the sale according to the scale fees in the schedule; and that work preliminary to that done by the auctioneer is "business connected with the sale." The result of this decision, of course, is that, where the auctioneer has been employed and paid by the client, the solicitor can only claim the scale fee for deducing title, &c.

IF IT APPEARS to be desirable that every solicitor should at once establish a special letter book, under lock and key, for copying therein any letters which may contain libellous matter, and should be careful himself to copy such letters into the book. In the course of the trial of *Maccolla v. Jones* last week, Mr. Baron POLLOCK is reported to have said that "he had a strong opinion that as the defendant, before posting his letter, had it copied by his clerk, it was a publication, and he was supported by the only case he could find upon this point, which was from an American report." The name of this case is not given, and we have hitherto failed to discover any American case exactly deciding the point. We presume that the ground of the learned judge's opinion is, either that the clerk who copies has an opportunity of reading the letter, or that the letter book is open to the perusal of all the clerks in the office. We venture to suggest that in such a case it might be a question for a jury whether there had in fact been a publication to a third person. There may possibly be in existence such a phenomenon as a clerk who reads all the letters he copies or devotes his leisure time to a diligent perusal of the letter book of his employers; we have not yet come across him, and we gravely doubt whether his little peculiarities would tend to a lengthened continuance of his employment.

THE PRACTICE MASTERS (Central Office) have issued the following direction:—"In the case of a judgment against a married woman for default of appearance or defence, the clerk taking the judgment must see that there is an allegation in the statement of claim, or particulars of claim, that the married woman had separate property at the date of the contract in respect of which the action is brought; and if there be no such allegation, the judgment must be refused until the particulars of claim indorsed on the writ, or the statement of claim, be amended.—6th December, 1887." This direction has been rendered necessary by Mr. Justice CHITTY's decision in *Tetley v. Griffiths* (ante, p. 76). In that decision the learned judge applied the judgment of the Court of Appeal in *Palliser v. Gurney* (35 W. R. 760, 19 Q. B. D. 519) to a case where motion for judgment was made in default of defence, under R. S. C., 1883, ord. 27, r. 11. In *Palliser v. Gurney* the judge of the City of London Court gave judgment for the defendant, a married woman, sued in respect of her separate property for goods sold, because at the trial of the action the plaintiff offered no evidence to shew that the defendant was in possession of separate property at the time of entering into the contract. On appeal this judgment was upheld. In following this decision Mr. Justice CHITTY refused to order judgment against a married woman in default of defence, because the statement of claim did not contain an allegation that she possessed separate property at the time she contracted the debt. The above masters' direction has followed as a matter of course, and the wall of protection which the law has lately been building around the person and property of a married woman, who orders goods and does not pay for them, may now be regarded as complete. The practical point to be borne in mind by practitioners is that, in proceedings in contract against a married woman, they must be careful to insert in the indorsement of the writ, or the statement of claim, an allegation that she had separate property at the time the contract was entered into.

THERE WAS probably never a more inane verdict than that found by the jury in *Gedge, Kirby, & Millett v. Barnes*. In finding for the plaintiffs the jury must have considered that the language used by the defendant went beyond reasonable criticism and imputed personal misconduct, but at the same time they seem to have thought that £5 was sufficient compensation for an allegation of gross professional misconduct on the part of a firm of solicitors of high standing and occupying an important public position. The defendant's statement that the solicitors to the London School Board "had been making a commission at the rate of £5 5s. on every £100 spent on sites, and a commission of £5 5s. on every site that was sold: can you wonder after that that sites were found in all directions?" constituted as serious an imputation as could well be made on solicitors filling a public post. It would plainly lead the audience to conclude that the plaintiffs had used their influence to procure the purchase of unnecessary sites in order to increase their commission; in other words, that they had habitually obtained illicit commissions. The jury have found that the imputation was wholly baseless, and if they had not been blinded by that unreasoning prejudice against solicitors which sometimes afflicts judges as well as jurors, they must have seen that the proper result of such a finding is substantial damages. Probably the jury were also, to some extent, influenced by a blundering desire to express an opinion that the remuneration allowed by the School Board to their solicitors was excessive, and as they could not get at the board, who were really responsible for the amount of this remuneration, they absurdly made a victim of the solicitors, who had done no more than receive the proper sums agreed to be paid to them. It was proved that up to 1882, when a special contract was made as to remuneration, the bills of the solicitors were constantly taxed by the board's auditors, and the defendant failed to shew that there was any improper or unprofessional charge made. The solicitors, it may be assumed, were well paid; but is a solicitor, among his other disabilities, bound to refuse a good bargain as to remuneration? The jury in the recent case seem to have thought that he is when the remuneration comes out of the pockets of London ratepayers.

WE ARE GLAD to hear of a decision in the Queen's Bench Chambers, on appeal from the master to the judge, to the effect that it

is sufficient to state on *ex parte* application by affidavit for a garnishee order nisi under R. S. C., 1883, ord. 45, r. 1, that the deponent "is informed and verily believes" that the garnishee is indebted to the judgment debtor; it having hitherto been the practice of the masters to require the deponent to state positively that the garnishee "is indebted." If this is decided to be sufficient as to the "indebtedness" it must be sufficient also as to the paragraph relating to the garnishee's being "within the jurisdiction." Take the common instance where it is sought to attach a banking account at a private banking firm composed of five or six partners. How can a deponent conscientiously swear that the six partners "are within the jurisdiction" (for it must be remembered that the rather incomprehensible decision in *Walker v. Rooke* (6 Q. B. D. 631) requires every partner in the firm to be specified) and "are indebted" to the judgment debtor, when the presentation of a cheque may have closed the account at any moment, and his knowledge of the whereabouts of the partners is inspired solely by a reference to the London Post Office Directory? The result of requiring a positive statement in such cases is to foster elastic consciences and weaken the value of an oath. We think that every rule which compels a deponent to state as a fact that which certainly can never be within his direct knowledge should be altered. Instances of these rules are those relating to affidavits in support of applications for service out of the jurisdiction, as to the residence of the person abroad, &c. The most flagrant instance is the affidavit of non-attendance upon a "time summons" nominally returnable at half-past ten before a master, where it is the practice to require the deponent to state that he attended at that hour and waited until eleven o'clock without adverse attendance being given; it is well known that the corridors are deserted at half-past ten, and that in practice no one attends such a summons until a few minutes before eleven o'clock, when the master sits. A simple direction that every time summons should be entered at the head of the printed list for eleven o'clock and take precedence of the numbered summonses returnable at that hour would avoid the habitual hard swearing in this instance, and we hope to see such a direction issued at once. It would tend both to the good of the soul and the convenience of the body.

WE VENTURED to express an opinion (31 SOLICITORS' JOURNAL, 389) that the Married Women's Property Act had not altered the well-established rule as to liability for the costs of a marriage settlement. We pointed out that the basis of the judgment in *Helps v. Olafson* (13 W. R. 161, 17 C. B. N. S. 533) is usage. The retainer to prepare the settlement is that of the lady or her parent, as the case may be; the lady or her parent is therefore primarily liable to the solicitor. But "usage makes the husband liable to indemnify whoever, on the part of the wife, has properly incurred expense by retaining the solicitor to prepare a settlement." That is to say, the rule as to the costs of a settlement corresponds with that relating to the costs of a lease, which is prepared by the lessor's solicitor, the lessor being entitled to be recouped the costs by the lessee (*Griswell v. Robinson*, 3 Bing. N. C. 10). It appears, therefore, that the obligation of the husband did not rest on any liability on his part for his wife's ante-nuptial debts, but on the "usage" that he should indemnify anyone, whether the wife, or her parent, or a person *in loco parentis*, who incurred the costs of the settlement. As this "usage" on which the husband's liability depended remained unaltered, and as the Married Women's Property Act, 1882, does not interfere with or affect any settlement" (section 10), there could, as it appeared to us, be no alteration effected by the Act. This view (which has apparently received the approval of Mr. VAIZEY in his recent work on Settlements, vol. 2, p. 1637) was strongly combatted by counsel in a case of *De Staepoole v. De Staepoole*, before Mr. Justice NORTH on Saturday last (reported elsewhere), but it will be seen that the learned judge avoided a decision on the point. It was not necessary for him to come to a conclusion on the general question, for in the case before him the wife was a ward of court, and *Anon.* (4 Russ. 473) shews that in the case of a ward of court, where the husband has no property, the court will order the costs of the settlement of the wife's property to be paid out of her funds. It is expressly stated, however, in the report of that case that "the Master of the Rolls was at first not inclined to allow the husband his costs; but a case having been mentioned in which

Lord ELDON had made a similar order, he at length directed that the husband's costs should be paid out of the fund."

IN THE CASE of *Re Clarence Harcourt, A Solicitor* (reported in another column), an application was made to vary an order of course for taxation of costs made on the application of the solicitor. The form of such an order given in Seton, at p. 605 (Form No. 3), after directing the costs to be taxed and the result to be certified by the master, proceeds as follows:—"And it is ordered that the amount so certified to be due be, within twenty-one days after service of this order and of the taxing master's certificate to be made in pursuance thereof, paid by the party from whom to the party to whom the same shall be certified to be due, unless the court shall," &c. In the case in question the order as drawn up differed from the form in Seton by merely directing that the amount (if any) to be certified to be due from the petitioner (the solicitor) should be paid, and containing no direction for payment of the amount which should be certified to be due from the client to the solicitor. The court was consequently moved, on behalf of the solicitor, to vary the order, so as to make it correspond with the form in Seton. Mr. Justice STIRLING, however, held that the form in Seton was wrong, and that, upon the application by the solicitor, an order for payment by the clients of the costs when taxed could not be obtained. It seems to be considered that there is a distinction between an application by a client to have a bill of costs taxed and a similar application by a solicitor: where the client makes the application he must be taken to acknowledge that there is or may be something due from him to the solicitor, and it is right therefore that, if he obtains an order to tax, he should also submit to pay what is certified to be due from him; but where the solicitor makes the application, the client has not taken any active step which can be construed into such an acknowledgment. In this case, therefore, the reason which, in the other case, rendered proper the insertion of a direction for payment by the client of the costs found due no longer exists, and that direction should be omitted. It appears from a print, with which we have been favoured, of the order now used in cases of this kind, that it follows the form given in Seton in directing the taxing master to tax the bill and certify the amount due from the client to the solicitor, or from the solicitor to the client, as the case may be, having regard to the costs of the reference and any sum or sums of money which may have been received or paid as before mentioned in the order, and then continues as follows:—"And it is ordered that the amount (if any) so to be certified to be due from the petitioner (the solicitor) be paid, within twenty-one days after service of this order and of the taxing master's certificate to be made in pursuance thereof, by the petitioner to the said (client) unless the court shall, upon special circumstances to be certified by the said master, otherwise order, upon application to be made within one week after the date of the said master's certificate, by the petitioner. And in case the said (client) shall pay to the petitioner such sum as may be certified to be due to him without further order, or in case the said master shall certify that there is nothing due to the petitioner, or that he has been overpaid, it is ordered that the petitioner do deliver to the said (client), upon oath, all deeds, books, papers, and writings in his custody or power belonging to the said (client)." It will be seen from the report of *Re Clarence Harcourt* that this is the form in which the order in that case was drawn up.

IN AN ARTICLE, printed more than a year ago, on "Death without Leaving Issue" (30 SOLICITORS' JOURNAL, 684), we ventured strongly to question the decision of Vice-Chancellor BACON in *White v. Hight* (12 Ch. D. 751). In that case there was a devise, since the Wills Act, to A. for life, with remainder to B. for life, with a gift over "if B. shall happen to die before A., or without leaving any issue." B. survived A. and had a child; it was held that B.'s interest had become absolute—in other words, that "death without leaving issue" must be construed as "death without having had issue." We urged that the words "without leaving issue" ought to have had placed on them their ordinary meaning, unless such meaning was excluded by the circumstances or context, and we pointed out that all the cases on which the learned judge relied in support of his decision



were cases in which a secondary meaning had been attached to the words because their primary meaning did not fit with the rest of the instrument. If reference is made to *Re Ball, Slatery v. Ball*, reported in this month's issue of the *Law Reports* (36 Ch. D. 508), it will be found that Mr. Justice NORTH has refused to follow *White v. Hight* on the very grounds we indicated. He says (p. 514), referring to the decisions cited by Vice-Chancellor BACON, "The principle of those decisions is that the court will read the words 'without leaving' as equivalent to 'without having had' if the result of so doing is to make the whole instrument consistent, to make a gift over fit in with the intention of the testator as previously expressed, and avoid divesting a previously vested gift. But unless that result is attained, the reason for the modification of the language fails."

WE MAY PERHAPS be allowed, as affording some evidence of the practical utility of the reports of cases which appear in this journal, to direct our readers' attention to the case of *Walker v. Dodds* (ante, p. 75), in which the Court of Appeal adopted and followed a case (the only authority on the subject) which was reported nowhere but in the SOLICITORS' JOURNAL. With a view to increasing the usefulness of these reports, it is proposed to issue quarterly a digest of all the cases reported in the SOLICITORS' JOURNAL, as well as of those reported in the WEEKLY REPORTER.

#### DOES SECTION 14 OF THE CONVEYANCING ACT, 1881, EXTEND TO AGREEMENTS FOR LEASES?

A very important point upon section 14 of the Conveyancing Act, 1881, was recently decided by Mr. Justice CHARLES in a case of *Swain v. Ayres & Luck*, reported elsewhere. That section refers to "a right of re-entry or forfeiture under any proviso or stipulation in a lease" and the section throughout speaks of "lease." Is an agreement for a lease a "lease" within this section?

It was contended that the effect of *Walsh v. Lonsdale* (31 W. R. 109; 21 Ch. D. 9) is that a tenant who enters and occupies under an agreement for a lease is for every purpose, including the interpretation of statutes, an actual lessee, and therefore that the instrument under which he holds is a "lease." The lamented judge who had the chief hand in framing the doctrine laid down in *Walsh v. Lonsdale* would, we imagine, have been the first to scout such a deduction from the unguarded expressions in his judgment in that case. We can imagine him leaning forward in his chair, and with exalted voice reminding counsel that he had never said that the tenant held under a "lease" within the meaning of the Conveyancing Act. Mr. Justice CHARLES disposed of this contention by recalling the limitation to the doctrine of *Walsh v. Lonsdale* which is constantly forgotten—viz., that the agreement for a lease under which the tenant holds must be an agreement capable of being specifically performed—and as in the case before him the defendants had acted in breach of the covenant to repair which would be contained in the lease, specific performance could not be obtained (*Nunn v. Truscott*, 3 De G. & Sm. 304).

So far the learned judge followed the decision of the Court of Appeal in *Coatsworth v. Johnson* (55 L. J. Q. B. 220). In that case the same notion as to the effect of *Walsh v. Lonsdale* was urged, but it was coupled with a still stranger contention. Section 14 of the Conveyancing Act, 1881, it was said, alters the contract between landlord and tenant, and prevents that which is called a breach of covenant from being a breach of covenant in law; it is not a breach of covenant until the notice specified in section 14 has been served on the tenant; hence in the case of a tenant who holds under an agreement for a lease, even where there have been acts of the tenant in contravention of the covenants to be contained in the lease, a court of equity will now decree specific performance, unless a notice has been given by the landlord under section 14. The Court of Appeal had no hesitation in deciding that section 14 has not this operation, and, as in the case before them there had been breaches of the covenants to be contained in the lease, and specific performance of the agreement for a lease could not, therefore, be obtained, they

held that the tenant who had entered under the agreement for a lease, but had not paid rent, was a mere tenant at will, and that section 14 had no application to his case. But the court expressly left open the question of the effect of *Walsh v. Lonsdale* and section 14, in case the tenant had paid rent which had been accepted by landlord (see the judgment of Lord Esher); and declined to decide the general question whether the provisions of section 14 extend to agreements for leases. There was evidently some doubt in Lord Esher's mind whether a tenant who had entered and paid rent under an agreement for a lease, and so, under the old law, had become tenant from year to year, was not a "lessee" within section 14.

We are glad to observe that Mr. Justice CHARLES in the recent case did not shew the same timid reluctance to face a troublesome question. He is reported to have held that he must construe section 14 according to its natural sense, and take the word "lease" to mean an actual lease. We think it is not difficult to show that this is the only construction compatible with the language of the Act and the presumable intention of its framers.

There is not very much light to be obtained from the words of the Conveyancing Act, but we think that the following considerations on this point are worthy of note. There is an express sub-section (3) devoted to the definition of the instruments which are to be considered as "leases" within the section, and if the framers of the Act had intended to include agreements for leases they would have been mentioned here, but they are not named. In section 18, sub-section (17) it is expressly provided that the word "lease," when used with reference to mortgagor and mortgagee, "shall be construed to extend and apply, so far as circumstances admit . . . to an agreement . . . for leasing or letting." Another reason in favour of the view adopted by the learned judge is the circumstance that the Act (section 2 (xi)) expressly defines the words "mining lease" mentioned in section 14 as including "a grant or licence for mining purposes"; now, if the word "lease," when used in the section, is to be construed as including everything having the general effect of a lease of minerals, this definition would have been unnecessary, at all events as regards a "grant for mining purposes." Apart from this, the language of the section appears to afford some indication that an actual lease is intended. Sub-section 1 speaks of "re-entry . . . for a breach of any covenant . . . in the lease," and sub-section 5 refers to "a lease limited to continue as long only as the lessee abstains from committing a breach of covenant." Now, as agreements for leases are not usually made by deed, the reference to "covenants" is inappropriate if the section was intended to include agreements for leases.

But when we come to look at the substance of the matter, we see very good reasons why the framers of the Act should not have intended to include agreements for leases in the provisions for relief against forfeiture. The most ordinary class of agreements for leases are those in which some acts are to be done by the tenant before the lease is granted. Take the case of an agreement for a building lease; houses are to be completed fit for occupation within a specified time and in a specified manner; the agreement for the grant of a lease is expressly made conditional on these stipulations being fulfilled, but until the lease is granted, the tenant is to hold on the terms which it is stipulated that it shall contain. If the court were to grant relief against a forfeiture incurred under the clause of re-entry ordinarily inserted in the agreement, the effect might be that a landlord would not get his stipulated security for rent or would have his land covered with buildings not of the class he stipulated for. That would be an alteration of the contract of the parties which could never have been in the contemplation of the Legislature.

On Tuesday last, on the hearing of an administration action, Mr. Justice KAY said that he had had a book sent to him by a solicitor which contained forms of account which the author suggested should be used by persons concerned in the administration of estates. It seemed to his Lordship that it would be a very good thing if professional men, who were so greatly engaged in such matters, would adopt some recognised form in which accounts should be rendered. He had not examined the book sent to him sufficiently to enable him to say whether the forms of account suggested were the best that could be devised, but if all solicitors would agree upon forms in which such accounts should be rendered, they would save themselves, the public in general, and the judges, a great deal of trouble.

## REVIEWS.

## WILSON'S JUDICATURE ACTS.

WILSON'S SUPREME COURT OF JUDICATURE ACTS, RULES, AND FORMS, &c.; WITH PRACTICAL NOTES. SIXTH EDITION. By CHARLES BURNETT, B.A., a Chief Clerk of Mr. Justice Chitty; M. MUIR MACKENZIE, B.A.; and C. ARNOLD WHITE, B.A., Barristers-at-Law. Stevens & Sons.

The present edition of "Wilson" is creditable to the energy both of editors and publishers. The work now appears as a stately volume, with all the advantages which can be given by admirable type and paper. The notes have been in great part rewritten, and everywhere carefully revised, re-arranged, and sub-divided; and much new matter has been added, including a table of statutes; the chancery registrar's table of time for entering appearance; the Chancery Funds Amended Orders, 1874 (which are only repealed by the Supreme Court Funds Rules, 1886, so far as they are inconsistent); regulations concerning the transmission of schedules to the paymaster, and the Rules under the Bills of Sale Acts. The result of the revision of the notes has been a very great improvement in their compactness and in the convenient arrangement of the matter in them. Many of the notes are admirable in both these respects (see particularly the note on Third Party Procedure, at page 189, and the notes on Discovery and Inspection. The index has also been enlarged and reconstructed. "Wilson" has, in fact, been completely renovated, and ought to obtain a wide popularity under the new form (which, as we learn from the slip inserted at the commencement of the book, is intended) of an annual publication.

## WITNESSES.

THE PRACTICE RELATING TO WITNESSES. By WALTER S. SICHEL, M.A., Barrister-at-Law. William Clowes & Sons (Limited).

Mr. Sichel states in his preface that "the practice and procedure affecting witnesses have never yet been dissociated from the works on evidence or on general practice in which they lie embedded." This is certainly a good reason for the little book which he has written, and which contains a great quantity of useful and usually well-arranged matter in a small compass. The works of evidence are among the most bulky which lawyers are condemned to use, and Mr. Justice Stephen gives in his small digest of evidence a calculation that 11,704 cases are referred to in Roscoe's larger work. Those who have to do with witnesses may well be thankful to have something more convenient to refer to, though it may still be necessary to explore further into the large number of cases, nearly a thousand, which Mr. Sichel finds it necessary to cite. A glance at the table of contents will shew that the book is conveniently and clearly arranged, but there is something wrong surely with the headings in this table under chapter 2, and in the chapter itself the divisions and the marginal notes are not carefully done. It contains, however, amongst other things, a very useful summary of the practice relating to taking evidence on commission. Chapters 3 and 4, dealing respectively with the rights of the parties calling witnesses and with the rights of witnesses, are likely to be very useful, but it seems odd to find chapter 5 treating together of offences against witnesses and the action to perpetuate testimony without even a sub-heading or break in the text. Such blemishes, however, do not detract materially from the utility of the book, and as the subject is one which concerns all lawyers, Mr. Sichel may be said to have earned their gratitude.

## 'CORRESPONDENCE.

## SOLICITORS' CERTIFICATE DUTY.

[To the Editor of the Solicitors' Journal.]

Sir,—I have read with some degree of interest the letters which have, from time to time, appeared in your columns with reference to this subject, and now that the period of the year has again arrived for putting my hand into my pocket for the purpose of paying the necessary duty to enable me to carry on my business the degree of interest is greatly intensified, and so much so that I feel impelled to join my voice to those who have recently been urging an abolition of this tax.

Why are solicitors so inordinately taxed? It is a matter of common knowledge that their incomes have been considerably reduced by new Rules of Court and a Remuneration Order, and it is also well known that, upon a very large number of practising solicitors this tax is a very serious burden, especially to the young ones just starting on their own account.

Cannot something be done to get rid of it? At all events, why should the London solicitor pay more than the country solicitor? I

shall be glad to join in any movement having both or either of these objects for its aim.  
J. E. S.  
December 7.

## QUEEN'S COUNSEL WITHOUT JUNIORS.

[To the Editor of the Solicitors' Journal.]

Sir,—In Ireland, as is well known, it is the rule for Queen's Counsel to go into court unaccompanied by a junior. I have always understood the practice in London to be different. Can any of your readers inform me whether an inquiry held under the Public Health Act, 1875, by an inspector of the Local Government Board is an exception to the rule? My question is prompted by actual occurrences. On the 13th of October last Mr. Littler, Q.C., held a brief on such an inquiry at Highgate, his clients being the Hornsey Local Board, and to my knowledge no junior was instructed.

On two former inquiries at the same place, distinct but relating to the same matter, Mr. Michael, Q.C., and Mr. Moulton, Q.C., respectively held briefs, but each of them had a junior with him. That was nearly two years ago, however, and the etiquette of the bar may have changed in this particular.  
F. D. ASKEY.

13, New-inn, W.C.

## ENTERING CHANCERY JUDGMENTS.

[To the Editor of the Solicitors' Journal.]

Sir,—I am glad to observe the letter of L. L. in your impression of Saturday week. The delay and inattention at the entering seat have really assumed the proportions of a scandal.

I hope that the entering clerks will have the good sense to take the hint of your correspondent before representations are made in higher quarters.  
A. E. W.

## NEW ORDERS, &amp;c.

## THE BANKRUPTCY (DISCHARGE AND CLOSURE) ACT, 1887.

## GENERAL RULES.

1. *Short title and application of Rules.* These Rules may be cited as the Bankruptcy (Discharge and Closure) Rules, 1887. They shall, so far as practicable, and unless otherwise expressly provided, apply to all proceedings taken or pending under the Act in any matters to which the Act applies.

2. *Interpretation of terms.* In these Rules, unless the context or subject matter otherwise requires,—

"The Act" means the Bankruptcy (Discharge and Closure) Act, 1887;

"The Court" means the Court having jurisdiction in any matter in which proceedings under the Act are instituted;

"Creditors' assignee" includes any trustee or inspector in any of the cases to which the fourth section of the Act applies;

"Debtor" means any debtor who has been adjudged bankrupt, or whose affairs have been liquidated by arrangement under the Bankruptcy Act, 1869, or any previous Act relating to bankruptcy;

"Official assignee" includes the successor of the existing official assignee;

"Trustee" means in any bankruptcy the trustee in such bankruptcy, and in any liquidation by arrangement the trustee in such liquidation, and includes any creditors' assignee, and the official assignee, and any other person in whom, under any Act relating to bankruptcy prior to the Bankruptcy Act, 1883, or under the Bankruptcy Act, 1883, the property of a debtor is vested;

"Prescribed" means prescribed by the Act or these Rules, or any order made under the Act.

Other expressions in these Rules shall, unless the context or subject matter otherwise requires, have the same meanings as the same expressions have in the Bankruptcy Rules, 1886.

## Applications for Discharge.

3. *Application for discharge.* A debtor intending to apply for his discharge under the Act shall make his application to the Court in writing in the Form No. 1 in the Appendix, with such variations as circumstances may require. The notice to each creditor required to be given under the Act shall be in the Form No. 2 in the Appendix, with such variations as circumstances may require, and may be sent by prepaid post letter to the address given in the creditor's proof, or where a creditor has not proved, to the address appearing in the debtor's statement of affairs; and the notice to be published by the debtor in the London Gazette of the day appointed by the Court for hearing the application (which notice shall be signed by the Registrar) shall



be in the Form No. 3 in the Appendix, with such variations as circumstances may require.

4. *Notice by the debtor to the trustee.* Notice of the time and place appointed by the Court for hearing the application for his discharge shall be given by the debtor to the trustee not less than twenty-one days before the time so appointed. Such notice may be given by a registered letter sent by post to the last known address of the trustee.

5. *Affidavit verifying transmission of notices.* Not less than seven days before the day appointed by the Court for hearing the application, the debtor shall file in the Court an affidavit in the Form No. 4 in the Appendix (so far as such Form is applicable); stating therein that twenty-one days at least before the day so appointed the notices to creditors required by the Act (section 2), and the notice to the trustee required by the last preceding Rule, have been duly sent as prescribed by the Act and the said Rule. The debtor shall also at the same time leave with the Senior Bankruptcy Registrar of the High Court, or in a County Court with the Registrar, a copy of the London Gazette containing the publication of the notice prescribed by Rule 3, and the Registrar shall thereupon file with the proceedings the page of the London Gazette in which such notice is published.

6. *Discharge of bankrupt (under Bankruptcy Act, 1869) not to be granted till after public examination.* Where the application for a discharge under the Act is made by a debtor who has been adjudicated bankrupt under the Bankruptcy Act, 1869, an order of discharge shall not be granted until after the public examination of the debtor under the nineteenth section of the said Act has been concluded.

7. *Trustee to be heard and his report considered.* On the hearing of an application by a debtor for a discharge under the Act the Court may hear the trustee, and may take into consideration any written report made to the Court by the trustee as to the conduct and affairs of the debtor. Any such report by the trustee to the Court shall be signed by him and filed in Court seven days at least before the day appointed for hearing the application.

8. *Order of discharge.* The order of the Court made on an application for a discharge under the Act shall not be delivered out or notice thereof gazetted until after the expiration of the time limited for appeal, or, if an appeal be entered, until after the decision of the Court of Appeal thereon. The order shall be dated of the day on which it is made, but it shall not take effect until it has been delivered out and notice thereof has been gazetted. As soon as the order has been delivered out and notice thereof has been gazetted, the order shall take effect as from the day of its date. The order of discharge shall be in the Form No. 5 in the Appendix, with such variations as circumstances may require.

9. *Gazetting order.* When the time for appeal has expired, or, as the case may be, when the appeal has been decided by the Court of Appeal, the debtor shall forward to the London Gazette for publication a notice of the order in the Form No. 6 in the Appendix (such notice to be signed by the Registrar), and shall thereafter leave with the Senior Bankruptcy Registrar of the High Court, or in a County Court with the Registrar, a copy of the London Gazette containing the publication of the notice; and the Registrar shall file with the proceedings the page of the London Gazette in which the notice is published.

10. *Conditional orders.* Where, under the fourth sub-section of the second section of the Act, the Court, as one of the conditions subject to which a debtor's discharge is granted, requires the debtor to consent to judgment being entered against him for any balance of the debts provable under the bankruptcy or liquidation, or for any other sum, the provisions of Rules 240, 243, and 244 of the Bankruptcy Rules, 1886, and of any Rules hereafter to be made altering or amending such Rules, shall apply to such order of discharge and the proceedings subsequent thereto.

11. *Costs of application.* A debtor shall not be entitled to have any of the costs of or incidental to his application for his discharge allowed to him out of his estate. The Court may make such order as to the costs incurred by the trustee of and incidental to the debtor's application for his discharge as the Court shall think fit.

*Proceedings under Section 3 of the Act for postponing the closing of a Bankruptcy.*

12. *Notice to Board of Trade.* A trustee applying to the Court to postpone the close of a bankruptcy under the Bankruptcy Act, 1869, shall give notice to the Board of Trade in writing in the Form No. 7 in the Appendix of the grounds upon which his application is made. The Board of Trade may thereupon state in writing, by a minute of the Board written at the foot of the notice sent by the trustee, or in such other manner as the Board shall think fit, any representation which the Board may think fit to make to the Court upon the application, and any such representation shall be filed in Court by the Board of Trade, and shall be considered by the Court when the application of the trustee is heard. The representation of

the Board of Trade may be signed by the person for the time being appointed by the Board to perform the remaining duties of the office of Comptroller in Bankruptcy, of whose signature the Court shall take judicial notice.

13. *Application to the Court.* A trustee applying to the Court to postpone the close of a bankruptcy under the Bankruptcy Act, 1869, shall, before the hearing of the application, file an affidavit in support thereof in the Form No. 8 in the Appendix, with such variations as circumstances may require.

14. *Notice to Board of Trade of day for hearing application.* Upon a day being appointed by the Court for hearing the application the trustee shall give notice to the Board of Trade of the day so appointed in the Form No. 9 in the Appendix. Such notice shall be given to the Board of Trade not less than fourteen days before the day appointed for hearing the application.

15. *Appearance by Board of Trade.* The Board of Trade may appear on the hearing of the application for the purpose of making any representation to the Court in reference to the trustee's application which in the opinion of the Board of Trade ought to be made to the Court at the hearing. The Court may order any costs of and incidental to the appearance of the Board of Trade at the said hearing to be paid out of the bankrupt's estate, or by the trustee, and may also make such order as to the costs of the trustee of and incidental to the application as the Court shall think fit.

16. *Order.* The order of the Court postponing the close of a bankruptcy shall be in the Form No. 10 in the Appendix. Notice of every such order shall be sent by the Registrar to the Board of Trade.

17. *Applications for further postponements of close of bankruptcy.* Upon the expiration of the time to which, under any order of the Court made under the third section of the Act, the close of a bankruptcy is postponed, such bankruptcy shall be closed, unless in the meantime a further order of the Court postponing the close of such bankruptcy to a later date has been made. Every application by a trustee for any such further order of the Court to postpone further the close of a bankruptcy shall be made in the same manner and subject to the same provisions as are enacted and prescribed with respect to applications under the third section of the Act.

18. *On close of bankruptcy trustee to account to person in whom the bankrupt's property vests.* Immediately after the day on which any bankruptcy is closed under the Act, the trustee shall deliver to the person appointed by the Board of Trade pursuant to section one hundred and sixty of the Bankruptcy Act, 1883, in whom the property of the bankrupt which vested in the trustee and has not been realised or distributed vests, a statement of the property of the bankrupt still remaining to be realised and distributed; and within four days of the said day on which such bankruptcy is closed shall render to the said person an account in writing of all his receipts and payments in connexion with the bankrupt's estate, and a statement showing the proceedings in the bankruptcy down to the date of the close thereof. The said trustee shall also, if requested, deliver to the said person all books kept by him in relation to the bankrupt's estate, and all deeds, papers, and documents under his control belonging or relating to the said estate and its administration.

*Proceedings under Section 4 of the Act for the appointment of the Official Assignee to supersede Creditors' Assignees.*

19. *Application by creditor to supersede creditors' assignees.* An application to the Court by a creditor under the fourth section of the Act shall be made in writing, and shall be verified by an affidavit to be made by or on behalf of the creditor, in which shall be stated the grounds upon which the order under the section is asked for. The application may be made *ex parte* if the Court shall so direct.

20. *Application by official assignee to supersede creditors' assignees.* In any of the cases to which the fourth section of the Act applies an application under the section may be made by the official assignee. Such application shall be made in writing, and shall be verified by a report in writing of the official assignee, in which shall be stated the grounds upon which the order under the section is asked for. The application may be made *ex parte* if the Court shall so direct.

21. *Costs under section 4 of the Act.* Upon any application under the fourth section of the Act the Court may make such order as to the costs of and incidental to the application, and as to the payment of such costs out of the estate or otherwise as the Court shall think fit.

22. *Service of order on creditors' assignees.* Every order under the fourth section of the Act superseding a creditors' assignee shall be served by the applicant on the creditors' assignee, and on the solicitor whose name appears in the proceedings as acting for the creditors' assignee, by sending a copy of the order by a prepaid post letter to the last known address of the person to be served.

23. *Accounts, &c., to be delivered to official assignee by creditors assignee.* Within fourteen days after the service of the order on him, the creditors' assignee shall deliver to the official assignee an account of the receipts and payments of such creditors' assignee in connexion with the estate, and a statement of the property of the bankrupt or insolvent debtor still remaining to be realised, together with all

vouchers, letters, deeds, and documents under his control relating to the estate and its administration.

#### Miscellaneous.

24. *Release of Official Receiver.*] In any bankruptcy under the provisions of the hundred and twenty-first section of the Bankruptcy Act, 1883, in which an Official Receiver is trustee, and in which such Official Receiver has prior to the thirty-first day of December, 1887, realised all the property of the bankrupt, or so much thereof as can, in his opinion, be realised without needlessly protracting the trusteeship, and has distributed a final dividend (if any), when the Official Receiver applies to the Board of Trade for his release under the provisions of the sixth section of the Act and the eighty-second section of the Bankruptcy Act, 1883, it shall not be necessary for him to give notice to the creditors and to the debtor, as prescribed by Rule 309 of the Bankruptcy Rules, 1886.

25. *Appeals.*] The Rules for the time being in force in relation to appeals in bankruptcy matters shall, so far as applicable, apply to appeals from orders made under the Act.

26. *Costs.*] The provisions of the Bankruptcy Rules, 1886, as to the taxation and allowance of costs shall, so far as applicable, apply to the taxation and allowance of the costs of proceedings under the Act and these Rules.

(Signed) HALSBURY, C.

I concur,  
(Signed)

STANLEY OF PRESTON,  
President of the Board  
of Trade.

The first of December 1887.

#### FORMS.

##### No. 1.

#### Application for Order of Discharge.

The Bankruptcy (Discharge and Closure) Act, 1887.

In the (a)

of  
a bankrupt [or a debtor  
whose affairs have been liquidated by arrangement,  
or, as the case may be].

(a) High  
Court of Jus-  
tice in Bank-  
ruptcy, or,  
County Court  
of , holden  
at

I the above-named bankrupt [or debtor] having been adjudicated a bankrupt on the of 18 [or whose affairs have been liquidated by arrangement under the Bankruptcy Act, 1869, pursuant to resolutions dated the day of ], and being desirous of obtaining my discharge under the above-mentioned Act, hereby apply to the Court to fix a day for hearing my application.

(b) Strike  
out these  
words in the  
case of a  
debtor whose  
affairs have  
been liqui-  
dated by  
arrangement.

(b) I passed my public examination on the day

Dated this 18 day of 18

To the Registrar of the  
Court.

##### No. 2.

#### Notice to Creditors and Trustees of Application for Discharge.

The Bankruptcy (Discharge and Closure) Act, 1887.

In the (a)

of  
a bankrupt [or, as the  
case may be].

Take notice that I, the above-named now of , adjudicated bankrupt on the day of 18 [or, as the case may be], have applied to the Court for my discharge, and that the Court has fixed the day of 18 at o'clock, at the Court sitting at , for hearing the application.

(Signed) [signature of debtor].

NOTE.—On the hearing of the application the Court may hear any creditor, and may put such questions to the debtor, and receive such evidence as the Court thinks fit, and on being satisfied that the notices required by the above-mentioned Act have been duly sent and published, may either grant or refuse the order of discharge, or suspend the operation of the order for a specified time, or grant the order of discharge subject to any conditions with respect to any earnings or income which may afterwards become due to the debtor, or with respect to his after acquired property: Provided that the Court shall refuse the discharge in all cases where the Court is satisfied by evidence that the debtor has committed any misdemeanour under part two of the Debtors Act, 1869, or any amendment thereof.

##### No. 3.

#### Notice in Gazette of Application for Discharge.

The Bankruptcy (Discharge and Closure) Act, 1887

#### APPLICATION for DEBTOR'S DISCHARGE.

Debtor's Name.	Address.	Description.	Court.	Date of Adjudication or Resolution for Liquidation.	Day and Hour fixed for Hearing.

Registrar.

##### No. 4.

#### Affidavit verifying Transmission of Notices.

The Bankruptcy (Discharge and Closure) Act, 1887.

In the (a)

In the matter of  
of

, a bankrupt

[or, as the case may be].

I, of  
make oath and say as follows:—

(a) High  
Court of Jus-  
tice in Bank-  
ruptcy, or,  
County Court  
of , holden  
at

(b) In the event of the notices being sent to any other address than the one given in the creditor's proof or in the statement of affairs, add "except in the case of 'A.B., addressed to C.D., as 'addressed to 'to' &c., &c., those being the several addresses given to me by the debtor in lieu of the addresses given in their proofs or appearing in the statement of affairs. If the debtor himself posts the notices the words 'known to me' will be sufficient instead of 'given to me by the debtor.' The debtor will be required to make an affidavit that he was not aware at the time that the affidavit was sworn of any change of address of any of his creditors other than those referred to in the affidavit.

1. That I did on the day of 188 , send to each creditor who has proved in this matter, and also to each of the creditors mentioned in the debtor's statement of affairs, or who are known to the debtor, and also to the trustee herein, a notice of the time and the place appointed by the Court for hearing the debtor's application for an order of discharge, in the form hereunto annexed marked "A."

2. That such notices were addressed to such of the said creditors who have proved their debts according to the addresses in their respective proofs, and to such as have not proved, according to their respective names and addresses appearing in the statement of affairs of the said debtor, (b) and to the trustee at being his last known address.

3. That I sent the said notices by putting the same into the post office situate before the hour of o'clock in the noon of the said day, and that the notice sent to the trustee was sent by a registered letter.

Sworn at this day of  
Before me

##### No. 5.

#### Order of Discharge.

The Bankruptcy (Discharge and Closure) Act, 1887.

In the (a)

Before  
In the matter of

, a bankrupt

[or, as the case may be].

Whereas at a Court held this day of 188 , the said adjudicated bankrupt on the day of [or, as the case may be] applied for an order of discharge. Upon hearing (b)

It is ordered that such discharge be and the same is hereby granted: or, It is ordered that such discharge be suspended for [insert period] and that he be discharged as from the day of being [insert period] from the date of this order: or, It is ordered that such discharge be

(a) High  
Court of Jus-  
tice in Bank-  
ruptcy, or,  
County Court  
of , holden  
at

(b) Set out  
names of par-  
ties appearing  
and for whom  
they appear,  
and the evi-  
dence given.



and it is hereby refused: or, It is ordered that such discharge be and the same is hereby granted, subject to the following conditions [*here state conditions*].

Given under the seal of the Court this                      day of  
188                      .

By the Court,

Registrar.

No. 6.  
*Notice in Gazette of Order made on Application for Discharge.*  
The Bankruptcy (Discharge and Closure) Act, 1887.  
ORDER MADE ON APPLICATION FOR DISCHARGE.

Debtor's Name.	Address.	Description.	Court.	Date of Adjudication or Resolution for Liquidation.	Date of Order.	Nature of Order made.

Registrar.

No. 7.  
*Notice to the Board of Trade on Application to the Court to postpone the close of a Bankruptcy.*  
The Bankruptcy Act, 1869,  
and  
The Bankruptcy (Discharge and Closure) Act, 1887.

(a) High Court of Justice in Bankruptcy, or, County Court of                      , holden at                      .  
In the (a)                      , a bankrupt.  
I,                      , of                      , the trustee of the property of the above-named bankrupt, hereby give notice that my application to the Court under the provisions of section 3 of the Bankruptcy (Discharge and Closure) Act, 1887, to postpone the close of this bankruptcy to the                      day of                      18                      , is made on the following grounds, viz. :—(b)

Dated this                      day of                      18                      .

Trustee.

Minute by Board of Trade.

No. 8.  
*Affidavit by Trustee in support of Application to postpone the close of a Bankruptcy.*  
The Bankruptcy Act, 1869,  
and

The Bankruptcy (Discharge and Closure) Act, 1887.

(a) High Court of Justice in Bankruptcy, or, County Court of                      , holden at                      .  
In the (a)                      , a bankrupt.  
I,                      , of                      , the trustee of the property of the above-named bankrupt make oath and say:—

(b) Here state the special circumstances rendering it expedient to postpone the close of the bankruptcy.  
1. That (b)  
2. That in circumstances set out in the preceding paragraph of this my affidavit it is expedient to postpone the close of the bankruptcy to the                      day of                      18                      .  
Sworn, &c.

No. 9.  
*Notice to the Board of Trade of hearing of Application to postpone close of Bankruptcy.*  
The Bankruptcy Act, 1869,  
and

The Bankruptcy (Discharge and Closure) Act, 1887.

(a) High Court of Justice in Bankruptcy, or, County Court of                      , holden at                      .  
In the (a)                      , a bankrupt.  
Take notice that I,                      , of                      , the trustee of the property of the above-named bankrupt, have applied to the Court pursuant to section 3 of the Bankruptcy (Discharge and Closure) Act, 1887, to postpone the close of the bankruptcy until the                      day of                      18                      , and that the Court has fixed the                      day of                      18                      , at                      o'clock, for hearing the application.

(Signed)

No. 10.

*Order on Application to postpone the close of a Bankruptcy.*  
The Bankruptcy Act, 1869,  
and

The Bankruptcy (Discharge and Closure) Act, 1887,

In the (a)                      ,  
In the matter of                      ,

(a) High Court of Justice in Bankruptcy, or, County Court of                      , holden at                      .  
On the application of                      , of                      , the trustee of the property of the above-named bankrupt for an order to postpone the close of the bankruptcy to the                      day of                      18                      , and upon reading the affidavit of the said trustee in support of such application, and upon hearing

It is ordered that the close of the bankruptcy be postponed till the                      day of                      18                      .  
(b) or, as the case may be. Dated this                      day of                      18                      .  
By the Court.

Registrar.

## CASES OF THE WEEK.

### COURT OF APPEAL.

*Re HEYWOOD*—No. 2, 7th December.

LANCASTER CHANCERY COURT—PAYMENT INTO COURT UNDER TRUSTEE RELIEF ACT—TRANSFER OF FUND TO HIGH COURT—17 & 18 VICT. c. 82, s. 8.

This was an *ex parte* motion to remove certain proceedings from the Chancery Court of the County Palatine of Lancaster to the High Court. A testatrix bequeathed a legacy to a married woman. There being a question whether the legacy ought to be paid to the legatee or to the trustees of her marriage settlement, the trustees of the will paid the legacy into the Palatine Court under the provisions of the Trustee Relief Act. The legatee resided in Sussex, out of the jurisdiction of the Palatine Court, and the trustees of her settlement also resided out of that jurisdiction. One only of the trustees of the will resided within the jurisdiction of the Palatine Court. Section 8 of the Act 17 & 18 Vict. c. 82 provides that "in all cases in which any person who may be a necessary or proper party to any suit or other matter" in the Palatine Court "shall not be subject to the jurisdiction of the said court, it shall be lawful for the Court of Appeal, on the application of the plaintiff in such suit, or of any person to whom the conduct of such suit may have been committed, or of the party proceeding in such other matter, if that court shall think fit, and according as it shall appear to that court best calculated to answer the ends of justice, either to order and direct that the said suit or other matter be transferred to the High Court of Chancery, or otherwise to order and direct that such service as may be proper be effected upon such person out of the jurisdiction of the said court of the said County Palatine, and such application shall be made either *ex parte* or upon such notice as the said Court of Appeal shall think fit." The motion was on behalf of the legatee that the matter might be transferred to the Chancery Division of the High Court and that the money might be transferred into the name of the Paymaster-General of that court.

COTTON, L.J., doubted whether section 8 applied—whether the applicant was a "party proceeding" in the matter—whether, indeed, there was at present any "proceeding" at all in the matter. He doubted also whether the officers of the Palatine Court, in whose names the money was standing in the bank, would act upon an order of this court to transfer the money. Ultimately, THE COURT (COTTON and LORRE, L.JJ.) ordered the application to stand over for inquiry of the registrars of the Palatine Court whether there was any precedent for it.

These inquiries having been made, the court was informed by the applicant's counsel that the registrar of the Palatine Court at Manchester stated that, in his opinion, the officials of that court, in whose name the fund in question was standing, would not act on an order of the Court of Appeal for the transfer of the fund to the Chancery Division of the High Court, and he knew of no precedent for such an order. The Liverpool registrar concurred, and was of opinion that the officials of the Palatine Court would not transfer the fund without an order of that court. He added that in *Phipps v. Todd*, on the 10th of November, 1886, the Court of Appeal decided that they could not make an order for the transfer of a fund in the Palatine Court when making an order for the transfer of proceedings under section 8 of the Act. In that case there were "proceedings" which could be transferred, but in *Re Heywood* there were at present no "proceedings" in the Palatine Court. The initiatory step of proceeding to obtain payment out of the fund would be an "originating summons." The affidavit made by the trustees on paying in the money did not, he thought, initiate "proceedings."

COTTON, L.J., said the opinion of the registrars agreed with the view which he had himself previously entertained. The application must be refused, and the applicant must apply to the Palatine Court. LORRE, L.J., concurred.—COUNSEL, Frank Evans. SOLICITOR, H. J. Ravenhill.

*Re ADDLESTONE LINOLEUM CO (LIM.); BENSON'S CLAIM*—No. 2, 7th December.

COMPANY—CONTRACT TO ISSUE FULLY PAID-UP SHARES—NON-REGISTRATION OF CONTRACT—WINDING UP—RIGHT OF CONTRIBUTORY TO PROVE FOR

**DAMAGES FOR BREACH OF CONTRACT—COMPANIES ACT, 1862, s. 38 (7)—COMPANIES ACT, 1867, s. 25.**

This was an appeal from a decision of Kay, J. (*ante*, p. 24, 36 W. R. 57). The company had issued some £10 shares at a discount of £3 10s. per share, and some of these shares had been allotted to Benson. The certificates of the shares stated that they were fully paid up, but no contract for the issue of the shares as fully paid up was registered as required by section 25 of the Companies Act, 1867. An order having been made to wind up the company, Benson's name was placed on the list of contributories in respect of the shares, and he was compelled to pay a call of £3 10s. per share. He took out a summons for liberty to prove in the winding up for damages for breach of the company's contract to issue the shares to him as fully paid up. In support of the application reliance was placed on *Mudford's claim* (28 W. R. 670, 16 Ch. D. 634) and *Ex parte Appleyard* (30 W. R. 147, 18 Ch. D. 587), in which, under similar circumstances, Hall, V.C., allowed a proof for damages measured by the amount of the calls which the contributory had been compelled to pay. Kay, J., refused the application, holding that the case was governed by *Houldsworth v. City of Glasgow Bank* (28 W. R. 677, 5 App. Cas. 617), in which the House of Lords held that a man who had been induced by fraud to take shares in a company could not retain them and sue the company for damages in respect of the fraud.

THE COURT (COTTON, LINDLEY, and LOPES, L.J.J.) affirmed the decision. COTTON, L.J., felt great doubt whether there was any contract by the company to issue the shares as fully paid up, or any implied contract, as had been suggested, to register the contract so that the shares might be legally issued as fully paid up. He thought the contract really was to issue the shares at a discount, and that, if so, even if it had been registered, the shareholders would have remained liable to pay the full amount of the shares in the event of a winding up of the company. The object of section 25 of the Companies Act of 1867 was only to compel the payment in cash of that which was agreed to be paid for the shares. But it was not necessary to decide this point, for he thought the decision of the House of Lords in *Houldsworth v. City of Glasgow Bank* precluded the court from allowing the proof to be made. That case was not exactly like the present, for it was a claim by a shareholder in the nature of an action for deceit. But the ground of the decision was that the claim, if well founded, was one which would have entitled the shareholder to repudiate his shares while the company was solvent. He had not done so, and he was by his own election still a member of the company, and, as such, he had agreed to take a certain proportion of its profits and to bear a certain proportion of its losses; and he could not, so long as he was a shareholder, withdraw any part of the assets of the company in such a way. That principle governed the present case. The present appellants, if they were right, would have been entitled to say to the company that they had not got the shares which they had agreed to take, and to require that their names should be taken off the register. They did not do that while the company was a going concern, and they had no other remedy. It was unnecessary to decide whether, if the appellants could have proved, their claim must have been postponed to those of the outside creditors of the company. But in his lordship's opinion that was the true construction of clause 7 of section 38 of the Companies Act, 1862. LINDLEY, L.J., was of the same opinion. The contract was either to issue the shares at a discount or to issue them as fully paid-up shares. If it were the former, the appellants could not, even if the contract had been registered, have now escaped from paying the shares up in full. Section 25 of the Act of 1867 did nothing more than regulate the mode of payment for shares; it had nothing to do with the amount to be paid. It only said that, whatever the amount to be paid was, it must be paid in cash. If the contract was to issue the shares as fully paid up, the case was entirely covered by the principle of *Houldsworth v. City of Glasgow Bank*. The shareholder, by taking the shares, bound himself to pay so much money to the capital of the company, and it would be inconsistent with that obligation to give him back any part of that money by means of a claim against the company for fraud, or in any other way. He could not, directly or indirectly, get back any part of the fund which he had bound himself to contribute to the capital of the company. *Houldsworth v. City of Glasgow Bank* had in effect overruled the decisions of Hall, V.C., in *Mudford's claim* and *Ex parte Appleyard*. LOPES, L.J., concurred.—COUNSEL, Farwell; Marten, Q.C., and F. Beaufort Palmer. SOLICITORS, F. Romer; Trinders & Co.

**Re RYDER—No. 2, 5th December.**

**LUNACY—REAL ESTATE OF LUNATIC TAKEN COMPULSORILY BY PUBLIC BODY—ORDER FOR PAYMENT OF DIVIDENDS ON PURCHASE-MONEY—COSTS OF PETITION—LANDS CLAUSES CONSOLIDATION ACT, 1845.**

This was a petition in lunacy for the payment to the petitioner, who was the committee of the lunatic, of the dividends on a sum of Consols in court. The Consols had arisen from the investment of the purchase-money of real estate of the lunatic, which had been taken by the Metropolitan Board of Works under their statutory powers. The Consols were in court to the credit of the lunatic, *Ex parte* the Board. An order had been made in 1885 that the dividends, as they should accrue due on the Consols, should be paid to two persons (of whom the petitioner was one) who were then the joint committees of the estate of the lunatic. The other committee had died, and the petitioner had been appointed sole committee, and the present petition was presented, in the Lunacy and in the Chancery Division, asking that the dividends, as they should accrue due, might be paid to the petitioner, as the committee of the estate, until further order, and that, pursuant to section 80 of the Lands Clauses Consolidation Act, the board might be ordered to pay the costs of the application. The board objected that they were liable to pay the costs of orders for successive payments of dividends, only

when there had been a change of interest. The petitioner was unwilling that an order should be made to carry the Consols to the credit of the lunacy alone, because in that case, if the Consols were to be re-invested in land, the board would not be liable to pay the costs of a petition for re-investment.

THE COURT (COTTON, LINDLEY, and LOPES, L.J.J.) made an order that the dividends should from time to time be carried to the credit of the lunacy, and, when so carried, paid to the petitioner as committee, and that the board should pay the costs of the petition according to the Lands Clauses Consolidation Act. Their lordships said that, if a new committee should be appointed, the order appointing him should also direct that the dividends should thenceforth be paid to him. It would not be necessary to serve the board with notice of an application for such an order.—COUNSEL, C. H. Russell; Gears. SOLICITORS, Davidson, Burch, & Co.; R. Ward.

**HIGH COURT—CHANCERY DIVISION.**

**Re LORD SUDELEY'S SETTLED ESTATES—Kay, J., 6th December.**

**SETTLED ESTATE—IMPROVEMENTS—CAPITAL—RENT-CHARGE—TRUST FOR LIFE AND REMAINDERMAN—SETTLED LAND ACT, 1882 (45 & 46 VICT. C. 38), ss. 21, 22, 25, 28—SETTLED LAND ACTS AMENDMENT ACT, 1887, (50 & 51 VICT. C. 30), ss. 1, 2.**

This was an application for liberty to apply capital in the hands of trustees of settled land in payment of instalments or proportionate repayments of a loan of £2,704 borrowed in 1879 for the improvement of the estate. By an absolute order of the Inclosure Commissioners the estate was charged with repayment of the loan by instalments of £176 13s., payable half-yearly. These half-yearly sums were calculated to pay off the debt and interest at four and a quarter per cent. in twenty-five years. The first instalment of £88 6s. 6d. consisted of £30 17s. 4d. capital and £57 9s. 2d. interest, and the payments of capital increased and those of interest diminished till the last instalment, payable in March, 1904, which would consist of £86 9s. 9d. capital and £1 16s. 9d. interest. The improvements had been carried out, and consisted of drainage works, and the tenant for life, who had hitherto paid the whole of the instalments, now asked that in future that portion of them which represented capital might be paid out of capital; he admitted that he ought to pay the interest. The applicant relied on the Settled Land Acts Amendment Act, 1887, s. 1, which was passed to meet the decision in *Re Knatchbull's Settled Estates* (33 W. R. 569, 29 Ch. D. 588), that capital could not be applied in redemption of a rent-charge created under the Improvement of Land Act, 1864.

KAY, J., said that the improvements effected were admitted to be such as the Acts authorized, and the words of the Act of 1887 were sufficient to justify the trustees in paying out of capital the portion of the instalments which represented capital; the tenant for life must keep down the interest. Summons allowed.—COUNSEL, Haldane; Shebbeare. SOLICITORS, Young, Jackson, & Beard.

**THE HASLAM FOUNDRY AND ENGINEERING CO. (LIM.) v. GOODFELLOW & MATTHEWS—Kay, J., 2nd December.**

**PATENT—INFRINGEMENT, ACTION FOR—SPECIFICATION—DISCLAIMER—MOTION FOR LIBERTY TO APPLY FOR LEAVE TO AMEND SPECIFICATION BY DISCLAIMER—TERMS ON WHICH LIBERTY WILL BE GIVEN—COSTS—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883 (46 & 47 VICT. C. 57), s. 19.**

The plaintiffs brought an action against the defendants for infringement of their patent, and the pleadings had been completed and closed with the exception of joinder of issue. Meanwhile, in another action by the plaintiffs against one Hall, the second claim of their specification had been held by Stephen, J., to be invalid. They now moved in this action for liberty to apply at the Patent Office for leave to further amend the specification of their patent by striking out the second claim thereof and making such other alterations as should be rendered necessary thereby, upon the terms of the plaintiffs paying to the defendants all the costs incurred in the action in relation to the matters proposed to be struck out or upon such other terms as the court should see fit to impose, and that, pending such application or further order, all further proceedings might be stayed. The plaintiffs asked that the costs of such part of the pleadings as might be used at the trial of the action should be reserved. The defendants argued that they ought to have the costs up to the disclaimer in any event, as in *Vesta Fusee Co. (Limited) v. Bryant & May (Limited)* (35 W. R. 267, 34 Ch. D. 458).

KAY, J., said the case differed from the *Fusse Vesta Co. v. Bryant & May* in this respect, that in that case very little had been done, whereas here the pleadings were completed and nothing remained to be done before trial. If the plaintiffs obtained leave to amend their specification, and came to the hearing of the action on the amended record, and were successful, they ought to have the costs of the pleadings so far as they were used at the trial, and ought to pay the costs of such parts as were not so utilized. The costs of the pleadings would be, therefore, reserved. The order made was to the effect that the application was granted; the plaintiffs to pay the costs of the application, and the costs of and occasioned by amendment of the pleadings, the defendants to be allowed to make all necessary amendments of their pleadings after the disclaimer; the plaintiffs to undertake forthwith to take proceedings for disclaimer and amendment of the pleadings, and to proceed with their action confining it to the amended patent, or to consent to the action being discontinued with costs to be paid to the defendants; in the event of the action proceeding other questions of costs to be reserved.—COUNSEL, Sir R. E. Webster, Q.C., A.G., Aston, Q.C., and Carpmael; Moulton, Q.C., and W. R. Beaufield, SOLICITORS, Sharpe, Parkers, & Co.; Wilson, Bristows, & Carpmael.



**Re NEW BRITISH IRON CO.—Chitty, J, 3rd December.**

COMPANY—WINDING UP—SUPERVISION ORDER—PROOF OF VALIDITY OF VOLUNTARY LIQUIDATION.

In this case a petition for winding up the company having been presented by the company itself, resolutions were subsequently passed for a voluntary liquidation, and the petitioners, with the assent of all parties, asked for a supervision order. A question arose as to whether the facts necessary to the validity of a voluntary liquidation should be set out on the face of the petition itself, and *Re Sheffield Mortgage and Estates Co.* (W. N., 1887, p. 219) was mentioned, where North, J., so held.

CHITTY, J., said that he himself was always very careful to ascertain in such cases that the resolutions for a voluntary liquidation had been validly passed. There was, however, no necessity that this should be shown in the petition itself, although perhaps when the company itself was presenting the petition and obtaining the supervision order, there might be some reason for being especially careful. The proper course was that there should be an affidavit showing that the requisites of a valid voluntary liquidation had been complied with, and that such affidavit should be mentioned as read in the order made on the petition. As, however, the petitioners in the present case had offered to amend, they might do so.—COUNSEL, *Latham, Q.C.; T. Wright; Maclean, Q.C.; R. C. Dobbs.* SOLICITORS, *Freshfields; Upton, Atkey, & Upton.*

**KINGDON v. KIRK—North, J., 3rd December.**

VENDOR AND PURCHASER—ACTION FOR SPECIFIC PERFORMANCE—DEFAULT IN COMPLETION—DECLARATION THAT VENDOR ENTITLED TO FORFEIT DEPOSIT.

This was an action by a vendor of real estate to enforce specific performance of the agreement for purchase. The agreement provided that, if the purchaser should fail to comply with any of the conditions of sale, the vendor might forfeit the deposit and resell the property. The purchaser accepted the title, but failed to complete at the time appointed. He did not appear to the writ. By the statement of claim the vendor claimed specific performance of the agreement, or, in the alternative, a declaration that he was entitled to forfeit the deposit and to resell the property, in accordance with the conditions of sale. The statement of claim had been delivered by filing it with the officer of the court. The action came on for trial by motion for judgment. The defendant did not appear. The plaintiff's counsel asked for a declaration according to the second alternative of the claim. He referred to *Stone v. Smith* (35 Ch. D. 188), a similar case, in which Kekewich, J., refused to give judgment for the rescission of the contract, but there the statement of claim had only asked for specific performance.

NORTH, J., said that he would make the declaration asked for, but, as it was in the nature of a luxury, the plaintiff must pay the costs of the action. Inasmuch as the defendant had not appeared, this would practically have the same effect as an order giving no costs. But the order ought to be in the other form.

After the decision of the court had been given, the plaintiff's counsel discovered that the writ had claimed only specific performance of the agreement. Under these circumstances,

NORTH, J., following *Gee v. Bell* (35 Ch. D. 160, 31 SOLICITORS' JOURNAL, 379), held that, as the defendant had not appeared, and the statement of claim had not been actually delivered to him, the plaintiff could not have any relief but that which he had claimed by his writ.—COUNSEL, *Levett.* SOLICITORS, *Warren, Gardner, & Mutton.*

**PORTER v. PORTER—North, J., 2nd December.**

PARTITION ACTION—LUNATIC PLAINTIFF Suing BY NEXT FRIEND—PARTITION ACT, 1876, s. 6.

This was an action for the partition of real estate, the plaintiffs being two brothers, one of whom was of unsound mind, and purported to sue by his brother as his next friend. The defendant was the sister of the plaintiffs, she being with them entitled to the property in question. A motion was made on behalf of the lunatic plaintiff and the defendant to strike out the name of the former as plaintiff. It was contended that a person of unsound mind could not sue by a next friend in respect of his real estate.

NORTH, J., held that under section 6 of the Partition Act, 1876, the action could be brought in this way, and he refused the motion.—COUNSEL, *Cookson, Q.C., and W. D. Rawlins; Cozens-Hardy, Q.C., and Morhead.* SOLICITORS, *Bolton, Robbins, Bush, & Co.; Tylee & Co.*

[See to the same effect *Watt v. Leach*, 26 W. R. 475.]

**LYNCH v. MACDONALD—North, J., 2nd December.**

R. S. C., 1883, XXXVI., 3, 6, 7A—MODE OF TRIAL OF ACTION—JURY—ACTION ASSIGNED TO CHANCERY DIVISION—COUNTER-CLAIM FOR DAMAGES FOR FRAUDULENT REPRESENTATION.

This action was brought to redeem some shares in a company, which the plaintiff had pledged to secure the balance of an account due to the defendant. The plaintiff claimed an account, and damages for the wrongful conversion of some of the shares and incidental relief. The defendant delivered a counter-claim, by which he alleged that the balance of account had been arrived at by means of false representations on the part of the plaintiff, and claimed (*inter alia*) damages for the false representations. The plaintiffs applied by motion for an order that the action should be tried by a judge with a jury, on the ground that the defendant had included in his counter-claim a claim for damages, which was not one of the matters specially assigned by the Judicature Act to the Chancery

Division, and that the plaintiff was therefore entitled, under the rules, to have the whole action, or, at any rate, the defendant's claim for damages, tried by a jury.

NORTH, J., held that the plaintiff had no such right, and refused the motion.—COUNSEL, *Cozens-Hardy, Q.C., and Swinfen Eady; Napier Higgins, Q.C., and R. Bray.* SOLICITORS, *Saunders, Hawkford, Bennett, & Co.; Watney, Tilleard, & Freeman.*

**HIGH COURT.—QUEEN'S BENCH DIVISION.****MAGRATH v. REICHEL—4th December.**

PRACTICE—STRIKING OUT PLEADING—ESTOPPEL—R. S. C., 1883, XXV., 4.

In this case both parties appealed against an order of Pollock, B., striking out certain parts of a statement of defence but refusing to strike out the whole. The action was brought by the plaintiff to recover the temporalities of a vicarage of which the defendant remained in possession after executing an instrument of resignation which was duly accepted by the bishop of the diocese. The plaintiff, the provost of Queen's College, the patrons of the living, was presented by the college to the living after the resignation had been accepted by the bishop. The defendant, in an action against the bishop, had endeavoured to have his resignation declared null and void, but North, J., and the Court of Appeal decided that the act had been valid and that the living was vacated. To that action the patrons of the living had been made parties. In the present action the defendant sought to set up the same contention as in the proceedings in the Chancery Division—viz., that his resignation had been invalid.

THE COURT (WILLS and GRANTHAM, JJ.) decided that the whole statement of defence must be struck out, and that judgment must be entered for the plaintiff. WILLS, J., said that the statement of defence raised the same question that had been decided in the previous action, and no other. To that decision the patrons of the living were parties, and the present plaintiff, as claiming through them, was entitled to take advantage of that decision as an estoppel on the defendant. In an application under this rule, it could not be said that a pleading must be necessarily frivolous and vexatious because all the contentions in it had been decided in another action. If it was desired to take advantage of a previous decision to get a stop put to an action, the person claiming to use that decision in his favour must be able to show that it operated as an estoppel. In the present action the plaintiff could do that, and the action must be stayed and judgment entered for him. GRANTHAM, J., concurred, but did not consider that the operation of ord. 25, r. 4, was so narrow. In *Metropolitan Bank v. Pooley* (33 W. R. 709) the House of Lords had stayed an action under the rule without deciding whether in fact the parties were the same as in the former proceedings.—SOLICITORS, *Hurd & Martin.*

**HIGH COURT.—PROBATE, &c., DIVISION.****IN THE GOODS OF LUSH—6th December.**

WILL—CONSTRUCTION—EXECUTOR ACCORDING TO THE TENOR—CODICIL—TRUSTEE—"GET IN THE WHOLE OF MY PROPERTY."

Hugh Lush died on the 1st of August, 1887, having executed a will bearing date the 24th of January, 1882, and two codicils bearing date respectively the 15th of April, 1887, and the 28th of July, 1887. By his will he appointed his wife and his two sons, Uriah Lush and Hugh Lush, his executrix and his executors, and in the latter part of the instrument he appointed the same persons trustees. Uriah Lush afterwards died, and the first codicil began with the words:—"In consequence of the death of my son mentioned in my will as one of my trustees, I hereby appoint another trustee and make the following alterations with regard to the disposition of my property after my decease. I hereby direct my trustees hereinafter mentioned to get in the whole of my property as stated in my will." There were directions to the trustees to make certain investments for the benefit of the testator's wife and daughter, and provisions as to the ultimate disposition of a fund in which the wife took a life interest under the will, and the trustees were directed, "after paying my funeral and other expenses," to dispose of the residue and remainder of his property "as stated in my will." The codicil concluded with the words, "I hereby appoint Kate Lush, my wife, Hugh Lush, my son, and George Boylan . . . in place of my son, Uriah Lush, deceased, trustees to the codicil." The second codicil merely explained certain bequests in the will. A motion was now made for a grant of probate of the will and two codicils to Kate Lush, Hugh Lush, and George Boylan, as executors according to the tenor. It was argued that, as Boylan was required to "get in" the whole of the estate, to pay the funeral expenses, to make certain investments, and to deal with the residue, he must necessarily perform the duties of an executor, and was an executor according to the tenor, although there was no direction as to the payment of debts: *In the Goods of Baylis* (1 P. & D. 21), *In the Goods of Pimchard* (2 P. & D. 369), and *In the Goods of Bell* (4 P. D. 85), were referred to.

HANNEN, P., held that the reasonable construction to be put on the language of the first codicil was, that George Boylan, who was put in the place of the testator's deceased son, was intended to be an executor. It was plain that the trustees, including Boylan, were to get in the whole estate and to make certain payments, and, supposing they did this, Boylan, having got in all the fund, would have to pay it over to the two executors, and then receive it back as trustee. He therefore granted probate of the will and two codicils to the three trustees named in the first codicil.—COUNSEL, *Searle.* SOLICITORS, *Gusquet & Metcalf.*

[See *In the Goods of Gale* (16 W. R. 943).]

## CASES AFFECTING SOLICITORS.

*Re CLARENCE HARCOURT, A SOLICITOR—Stirling, J., 25th November.*

## TAXATION—PAYMENT OF COSTS—FORM OF ORDER.

This case raised a question as to the form of the common order to tax a solicitor's bill of costs. The order, which had been made on the application of the solicitor, contained, as drawn up, the following clause:—"It is ordered that the amount (if any) so to be certified to be due from the petitioner, be paid, within twenty-one days after service of this order and of the taxing master's certificate to be made in pursuance thereof, by the petitioner to the said — (naming the client), unless the court shall, upon special circumstances to be certified by the said master, otherwise order, upon application to be made within one week after the date of the said master's certificate, by the petitioner." An objection was raised to this form on the ground that, though it provided for payment by the solicitor to the client of sums due to the client, it did not provide for payment by the client to the solicitor, and reference was made to the form given in Seton on the top of p. 606, in which a direction for payment of the costs is inserted.

STIRLING, J., said that the form in Seton had been subsequently altered by Jessel, M.R., and that the order as drawn up was correct. The solicitor's remedy for the recovery of his costs was distinct from, and unconnected with, the order to tax; and that order should contain no direction for payment of costs.—COUNSEL, *Willis Bund; E. Ford. Solicitors, Clarence Harcourt; Paddison, Son, & Co.*

*Re NEWBOULD—C. A. No. 1, 7th December.*

SOLICITOR AND CLIENT—COSTS—TAXATION—SCALE FEE FOR CONDUCTING THE SALE—AUCTIONEER PAID BY CLIENT—SOLICITORS' REMUNERATION ACT, 1881 (44 & 45 VICT. c. 44), s. 2—GENERAL ORDER, 1882, ORD. 2, SCHED. I., PART I., R. 11.

Mr. Bailward employed Mr. Newbould as his solicitor to sell certain freehold property belonging to him in Gloucestershire. The property was sold by public auction, but Mr. Bailward himself employed the auctioneer and paid his commission for conducting the sale. Mr. Newbould went to Gloucestershire to attend the sale, and he sent in his bill of costs, which was taxed as between solicitor and client, and the taxing master taxed off the bill certain charges in connection with the sale, under rule 11 of Schedule I., Part I., to the General Order made under the Solicitors' Remuneration Act, 1881. Clause 2 provides that "the remuneration of a solicitor in respect of business connected with sales, leases, &c., is to be regulated as follows—namely:—(a.) In respect of sales, the remuneration of the solicitor having the conduct of the business . . . is to be that prescribed in Part I. of Schedule I. to this order." Part I. of Schedule I. prescribes a percentage scale for "negotiating a sale of property by private contract," for "conducting a sale by public auction," and for "deducting title" to the property. Rule 11 of the schedule provides that the scale for conducting a sale by auction shall apply only in cases where no commission is paid by the client to an auctioneer. The taxing master had allowed the scale fee for "deducting title," and also certain out-of-pocket expenses, but had taxed off certain other charges connected with the sale, as the vendor had himself paid the auctioneer his commission. An application was made to review the taxation, and it was contended on behalf of Mr. Newbould that he was entitled to charge, under Schedule II., in addition to the deducting fee, for work properly done by him in connection with the sale, and for which the auctioneer had not been paid. The Divisional Court (Stephen and Charles, JJ.) dismissed the application.

THE COURT OF APPEAL affirmed this order. Lord Esher, M.R., said that the question arose as to how the solicitor was entitled to be paid in respect of his employment in the matter of the sale of his client's property. The remuneration of a solicitor "in respect of business connected with a sale" was regulated by clause 2 (a.). The Court of Appeal, in *Re Field* (33 W. R. 553, 29 Ch. D. 608), decided that, as regards business connected with leases, the remuneration of the solicitor having the conduct of the business was to be governed solely by the scale in Part II. of Schedule I. That decision said that the solicitor could be paid in no other way (unless by special agreement) for business connected with the lease. That decision was reaffirmed in *Re Emanuel & Simmonds* (34 W. R. 613, 33 Ch. D. 40). It was said that the case of a sale was different from the case of a lease. The case of a lease was dealt with by clause 2 (b.), but the words were almost identical with the words of clause 2 (a.), which dealt with sales. The same interpretation must apply equally to both. If that were so, the solicitor was only entitled to be paid, in respect of business connected with the sale, according to the scale fees in the schedule. That construction was contrary to the decision of North, J., in *Re Faulkner* (31 SOLICITORS' JOURNAL, 661, 36 W. R. 59, 36 Ch. D. 569). The learned judge, however, did not seem to have given effect to the decisions of the Court of Appeal, and his decision was contrary thereto. The only question remaining was whether the charges here were in respect of business connected with the sale. It was scarcely suggested that they were not. The solicitor, then, was only to be paid according to the scale fees, and if he could not bring himself within the scale, he could not be paid according to the scale fee, and so could not be paid at all. The solicitor had brought himself within the scale fee as to "deducting the title," but not as to "conducting the sale by public auction," because rule 11 was applicable. He was only to be paid according to the scale, and only according to that part of the scale within which he brought himself. The court could not agree with the decision in *Re Faulkner*. The judgment of the Divisional Court was right, and must be affirmed. BOWEN and FAY, L.JJ., concurred.—COUNSEL, *Bowen Rowlands, Q.C., and*

*F. C. Philips; Cook, Q.C., and Cyril Dodd. SOLICITORS, W. Newbould; Lamroyd & James.*

*DE STACPOOLE v. DE STACPOOLE—North, J., 3rd December.*

COSTS OF MARRIAGE SETTLEMENT OF WIFE'S PROPERTY—WIFE WARD OF COURT—LIABILITY OF HUSBAND—ORDER FOR PAYMENT OUT OF SETTLED PROPERTY—MARRIED WOMEN'S PROPERTY ACT, 1882, s. 14.

This was a petition by a married woman (by a next friend, she being an infant) and the trustees of the settlement executed in contemplation of her marriage, for the transfer of certain funds, which were in court in the action, to the trustees. These funds were the property of the wife, and were comprised in the settlement. She was a ward of court, and both the marriage and the settlement (which was made under the Infants' Settlement Act of 1855) were approved by the court. The settlement did not contain any provision for the payment of the costs of it. The husband was a respondent to the petition, and his counsel asked that the conveyancing costs of the settlement might be paid out of the funds. He argued that the old rule that a husband was liable to pay the costs of a settlement, even of his wife's property, was founded on this—that formerly a husband became, on his marriage, liable for the debts of his wife contracted before marriage. The law was altered by the Married Women's Property Act, 1882, which provided, by section 14, that a husband should be liable for the debts of his wife contracted before marriage only to the extent of the property belonging to his wife which he shall have acquired or become entitled to from or through his wife. And it was in accordance with the practice of the court to provide for the payment of the costs of a settlement of the property of a ward of court out of that property. Reference was made to *Anonymous* (4 Russ. 473). In that case a female ward had married without the sanction of the court, but the husband did not know that she was a ward. He had no property. Sir J. Leach, M.R., ordered that the husband's costs of the proceedings in making a settlement of the wife's fortune should be paid out of the fund.

NORTH, J., thought that case was a sufficient authority for ordering the costs of the settlement to be paid out of the funds.—COUNSEL, *Cookson, Q.C., and Dauncey; R. F. Norton; J. W. Williamson. SOLICITORS, Street & Poynder; Mander & Watson.*

*Re JOHNSON & WEATHERALL—North, J., 8th December.*

SOLICITOR—COSTS—TAXATION—COUNTRY SOLICITOR AND LONDON AGENT—BILL OF AGENCY CHARGES—TAXATION OF PART OF BILL—6 & 7 VICT. c. 73, s. 37.

This was a summons by a country solicitor for the taxation of a part of the yearly bill of agency charges delivered to him by his London agents on the 3rd of January, 1886. The bill in question contained charges in respect of a number of distinct actions and matters, in which the London agents had acted for the country solicitor, the charges relating to each action or matter being stated separately under the head of that action or matter, so that, as was said during the argument, the charges in each action or matter formed a "separate chapter" in the bill. One of the matters in respect of which charges were made was an action of *Mellor v. Swire*. The summons asked that the bill of fees, charges, and disbursements delivered to the applicant on the 3rd of January, 1886, in *Mellor v. Swire* by the London agents might be referred for taxation, the applicant disputing retainer and liability in respect of certain proceedings taken in the action, and that, upon payment by the applicant of what (if anything) might appear to be due to the London agents, they might deliver up to him all deeds, papers, and writings in their possession, custody, or power belonging to him. The summons was issued within a year from the delivery of the bill. On behalf of the London agents it was contended that the applicant was not entitled to have that part of the bill which related to *Mellor v. Swire* taxed without having the whole bill taxed. On behalf of the applicant it was urged that, the bill being an agency bill, the charges relating to each separate matter comprised in it formed really a separate bill. The applicant alleged that unnecessary charges had been incurred in *Mellor v. Swire* in consequence of the negligence and want of skill of the London agents. The London agents denied the truth of the charge of negligence and want of skill.

NORTH, J., held that the applicant was not entitled to have the charges in *Mellor v. Swire* taxed separately. He said that, according to the general practice of London agents, the respondents delivered their bill of agency charges to the applicant once a year, and the bill in question was a bill for a year, including, under separate and distinct heads, the charges in a number of distinct actions and matters. The application was to tax the bill in *Mellor v. Swire*, the charges in which extended over pages 85 to 149 of a bill comprising 165 pages, and might be considered as one chapter in a book of bills. The applicant did not wish to tax the rest of the bill; he wished to tax only that part, and assigned as a reason for doing so that he should be able to strike out large items on the ground of the agents' negligence. In his lordship's opinion, the bill was one bill, and, though it related to a number of distinct matters, the employment of a London agent was a general employment and the custom was to send in the bill in this form. After the Solicitors' Act of 1843 was passed the question was raised whether a country solicitor was entitled to have the bill of his London agent taxed. It was decided in *Smith v. Dimes* (4 Ex. 32) that such a bill could be taxed, and the same thing was decided in the Court of Chancery. In the recent case *Re Nelson, Son, & Hastings* (30 Ch. D. 1, 29 SOLICITORS' JOURNAL, 421, 518) nothing was said by the Court of Appeal which bore on the question now raised. His lordship had been unable to find any case in which a taxation such as that now asked for had been directed. He had consulted one of the taxing masters, who had had large experience, both as a taxing master and also previously as a partner in a firm of solicitors who carried on a large business as London agents, and he said that he had



never heard of such a taxation of part of a London agent's bill. According to the Act the liability to pay the costs of the taxation would depend on the result of the taxation, and so would also the liability to pay the taxing master's percentage. In his lordship's opinion the bill was really one bill, though in so saying he did not forget the argument of the applicant's counsel, that it was a series of bills put together. Another difficulty in the way of the applicant was this. By his summons he asked that, on payment of what might be found due from him to the London agents upon the taxation of the bill in *Mellor v. Swire*, they might deliver up to him all documents in their possession belonging to him. If that part of the bill which related to *Mellor v. Swire* were alone to be taxed, it would be impossible to order that, on payment of it alone, all the papers in the possession of the London agents should be delivered to the country solicitor. It might be suggested that this was a slip in the summons, and that what was intended was the delivery up of the documents relating to *Mellor v. Swire*. But that would not be an answer to the objection, for a London agent had a general lien on all the documents belonging to the country solicitor which were in his possession for all charges due to him by the country solicitor. This was decided by Fry, J., in *Lawrence v. Fletcher* (12 Ch. D. 858, 23 SOLICITORS' JOURNAL, 762). It would be impossible to order the London agents to deliver up any of the documents in their possession until the whole of what was due to them by the country solicitor had been paid, and the only mode of ascertaining the amount due was by taxing the whole bill. Two authorities had been relied on. The first was *Scougall v. Campbell* (3 Russ. 545). That was a very special case, and it was before the Act, and it had no application to the present case. The other case was *Re Tryon* (Seton on Decrees, 4th ed., vol. 1, p. 606; 7 Beav. 496). In that case some disputed items in a bill were referred for taxation. It was not a taxation of a bill or part of a bill. The application in the present case was not to refer particular items in *Mellor v. Swire* for taxation, and *Re Tryon* did not apply. Neither the fact that the bill was an agency bill, nor the circumstance that unnecessary items were said to have been incurred through the negligence of the London agents, was a special ground for directing the taxation as asked. The taxing master would be able to inquire into the question of negligence. It was urged that there would be great hardship if the parties were compelled to go to the taxing master to tax a great number of items when some of them only were really in dispute, and that they ought not to be put to this unnecessary trouble and expense. The taxing master had, however, informed his lordship that this would make no practical difference, except in the amount of the percentage charged. If the parties desired that a part only of a bill should be taxed, the taxing master would look at the whole bill, and would certainly ask for vouchers for counsel's fees, and might require explanation of special items, but he would in other respects accept the statements of the parties. Very little additional expense would be caused by referring the whole bill for taxation. There being no special circumstances, and there being no case to be found, during the forty-five years which had elapsed since the Act was passed, in which such a taxation had been directed, his lordship must refuse the application with costs.—COUNSEL, Cookson, Q.C., and Levett; Cozens-Hardy, Q.C., and Hamilton Humphreys. SOLICITORS, Rowley & Co.; Johnson & Weatherall.

SHARP v. HORROCKS—Q. B. D. (Field, J., in Chambers),  
29th November.

PRIVILEGE OF SOLICITOR TO SUE IN HIGH COURT.

In this case the plaintiff was a solicitor. The defendant took out a summons under the County Court Act, 1856 (19 & 20 Vict. c. 108), s. 26, to remit the case to a county court for trial. The plaintiff claimed the privilege of a solicitor to sue in the superior courts. The master in chambers refused to remit the action. The defendant appealed to the judge in chambers.

FIELD, J., held that the privilege does not now exist, and remitted the action for trial in the county court. (Order drawn up 5th December.)—SOLICITOR, E. W. Matthews.

STONOR v. FOWLE—House of Lords, 24th November.

We have been favoured with the following full report of the judgments delivered in the House of Lords in this case, which we reported last week (ante p. 73).

THE LORD CHANCELLOR:—In this case I desire to say at once that if I understood the facts to be as assumed by the Lord Chief Justice, and by the Court of Appeal, I should entirely agree with the law which they have laid down in their judgments. The two different propositions which have been suggested as guiding the interpretation of the statute are as distinct as anything can be. The Debtors Act, in that respect giving the jurisdiction to the judges both of the High Court and of the County Court, although exercised under different provisions, has prescribed that there shall be in substance an abolition of imprisonment for debt, but has also provided that if a debtor, having had the means or having the means at the time when the matter comes for adjudication before either the judge of the High Court or the County Court judge, wilfully refuses to pay, or has improperly spent the money which he had after the date of the judgment, and has not applied it as he should have done in honesty for the purpose of satisfying the creditor's claim, there shall then be a jurisdiction, exercised by whichever judge exercises the jurisdiction, of sending him to prison, and that that sending of him to prison shall be a punishment to him for the offence which upon that hypothesis he has already committed, inasmuch as the Act specially provides that that imprisonment shall not be in satisfaction of the debt—it is an imprisonment for the offence which he

has already committed. Now, my Lords, in this particular case there are two views suggested as being, the one or the other, the true view of the facts. A certain debt was due by this debtor, and on 4th March, the debtor having been at a previous court ordered to pay £20, the matter is brought before the judge. It is suggested on the one side that what happened was that the learned judge made an inquiry into the means of the debtor, and ascertained on that 4th of March that he either had had or had at that date (it is immaterial to inquire which) means whereby that debt might have been discharged, and that having adjudicated that he had or had had that £20, he had refused or neglected to pay it, and that thereupon the learned judge directed an order for his commitment for ten days for the offence which at that date, namely, 4th March, was already consummate, but that he gave a direction to the registrar of the court, in consequence of something which passed between the plaintiff and the defendant in the cause, that, although that warrant of commitment might then and there have issued, because the offence had already been committed, yet it might be suspended and not put into execution if the debtor paid £4 a month in discharge of the debt which he had so owed, and had so wilfully refused or neglected to pay. If that is the view of the facts, it does not appear to be doubted that that was within the legal competency of the judge. What happened afterwards, whether the man had means or had not, whether he did comply with the conditions into which he had entered or not, could in logic or good sense have no relation to the offence which on 4th March was already consummate. But the parties, with the assent of the judge, appear to have agreed that the extreme rigour of the law might be relaxed if, instead of continuing his refusal or neglect to pay, the debtor would comply with what the Plaintiff in the cause was satisfied, namely, the gradual wiping off of the debt by the payment of £4 a month. And I do not think that any one observation of the learned judges in the courts below, with the single exception, perhaps, of Lord Justice Lopes, seems to throw any doubt upon such a course being legal. Lord Justice Lopes, however, rather indicates that it might be a sort of circuitous evasion of the Act of Parliament. I do not share his doubt. On the other hand, it is suggested that the facts of the case were these: that the £20 being due, the parties appeared before the learned judge, and that the learned judge made no order for commitment for the nonpayment of the £20, because as the whole thing took place on the 4th March I suppose it would be too unreasonable and absurd to suppose that he made two contradictory orders at the same time: that what he did was to make a substituted order with regard to the £20 with which the previous order had dealt and to reduce the amount payable to instalments of £4 a month. The question of fact for your Lordships to determine upon those materials resolves itself into this question: what was it that the learned judge did at that date, and was there any substituted order made? I have no doubt that the learned judge would, under the Debtors Act, have the power and authority to make such a substituted order had he been so minded. But the answer appears to me to be overwhelmingly conclusive. There is not a fragment of evidence of any such order having been made at all. On the contrary, in the form which is relied upon in argument by the Respondent, "I hereby certify that the above is a true copy of an entry in the summonses for commitment, interpleader, and minute of orders thereon," I find that every one of the entries included in that certificate is absolutely inconsistent with the existence of any such order as it is suggested to your Lordships was made. I find that the amount for which the summons was issued was £20. I find that the order is not an order for £4, with the additional direction that if not paid the person is to be committed, but I find "Commitment 10 days; suspended 14 days." What does that mean? If the order which is now suggested was made, namely, that the instalment was altered from £20 to £4, and that that was to be paid in future, how could there be any commitment for 10 days? There was no default made, and the commitment for 10 days would have been totally inappropriate, for the judge could not possibly anticipate that the order would not be obeyed. When one looks at the order which was ultimately issued it appears to be very clear in its terms. Those terms are: "Whereas the Defendant hath made default in payment of," what? "of £20 16s. 0d., the odd 16s. being the costs of the hearing, I suppose. "And whereas a summons was at the instance of the Plaintiff duly issued out of this court by which the Defendant was required to appear personally at this court on the 4th day of March, 1886, to be examined on oath touching the means he had then or had had since the date of the judgment to satisfy the sum then due and payable in pursuance of the judgment and to show cause why he should not be committed to prison for such default." "And whereas at the hearing of the said summons it has now been proved to the satisfaction of the court that the defendant now has [or has had] since the date of the judgment, the means to pay the sum then due and payable in pursuance of the judgment, and has refused [or neglected] to pay the same, and the Defendant has shown no cause why he should not be committed to prison: Now therefore it is ordered that for such default as aforesaid, for the non-payment of the £20 which he had the means of paying on the 4th of March, the defendant shall be committed to prison for ten days." Every document in the cause appears to me to bear the same meaning. The judge's note is "C," meaning Committed for "10 days," "S. W., Suspend Warrant, for "14 days." And even this document, upon which so much reliance has been placed, drawn up by the registrar, or noted rather upon a scrap of paper having apparently no particular relation to the forms of the court, "10 S. 14-4," seems to be in exact accordance with the note of the learned judge. I read that to mean "10," ten days' commitment; "S," suspend; "14," 14 days; and then at the bottom "4," £4, not £4 a month, the word "month" does not occur. What I should understand that to mean was, that the order had then been made by the judge for commitment for 10 days, but that it was to be suspended for 14 days, and that the condition upon which the warrant was to lie in the office and not to be given out to the High Bailiff for execution was the payment of £4. If that is the true view of the matter, what is the error, what is the mischief, what is the objection

on the part of the defendant, of which he has a right to complain? He is not being adjudicated, as Sir Henry James put it, in default for his not having the £4 at the end of the 14 days, but what he is adjudicated as guilty of contempt for, and what he is sent to prison for, is what the judge has found as a fact upon the judicial evidence before him, namely, that on March 4th he had, or had had, the £20 and did not pay it. I cannot help thinking that some confusion has been created by the ambiguous use of the word "order," without describing what order, and of the word "direction," without describing what direction. This was an order of commitment for 10 days for the non-payment of the £20 on 4th March, and has no relation to the payment or the non-payment of the £4 at any subsequent date. Under these circumstances it seems to me that the learned judge had full jurisdiction to make the order, which, in fact, I find he did make, and if so, of course this writ of prohibition cannot be sustained. I desire to say one word as to the letter of the solicitor on the one side, and the reply of the person professing to act under the orders of the court on the other. It seems to me to have been an irregular proceeding from beginning to end. The solicitor had no right to write such a letter; the registrar had no right to make any such reply. The registrar was thereby taking upon himself to give an exposition in contradiction of what the judge's order really was, and I cannot help thinking that that letter bears upon the face of it a sort of invitation to the registrar to fall into the trap, which, as it appears to me, he has fallen into. I only desire to say upon that matter that I should regard it as certainly a novelty in our jurisprudence if the regular order of a learned judge could be affected or qualified or altered in the slightest degree by what some subordinate officer of the court thought proper to say in writing about it, even though in so doing he committed this additional irregularity, that to that private correspondence he thought proper to affix the seal of the court. For these reasons I move your Lordships that the judgment of the court below be reversed, and that this appeal be allowed with costs.

**LORD WARSON:**—My Lords, I shall content myself with saying that I entirely concur in the judgment which has been proposed by the Lord Chancellor and also in the reasons which have been assigned for it by his Lordship.

**LORD BRAMWELL:**—I am entirely of the same opinion and for the same reasons. There is one observation which I should like to make, partly owing to what was said by the learned counsel who followed Sir Henry James. No doubt the county court judges have to do their business in a considerable hurry, and especially such business as this, as I can pretty well testify from my own experience of these things. They cannot give them that elaborate discussion which is perhaps desirable. But I think that a county court judge would do wrong if, merely because both parties were willing to give time, as was done here, he should adjudicate that the man had means and had made default. I think that that would be wrong. At the same time if the whole conduct of the parties before him was such as to recognise that the man had had means, the county court judge might well adjudicate without any specific proof of it. I think it is important to bear in mind that an adjudication of committal ought clearly only to take place where there has been a wilful default in payment; because in truth this power of committal is not an imprisonment for debt; it is an imprisonment for past dishonesty, together with the prospect of the Plaintiff getting his money. There is one remark which I should like to make about this imprisonment under these orders. It has nothing to do with the particular case, but it might be really useful to mention it. The late learned County Court Judge of Birmingham, Mr. Motteram, told me that when he first went there he made orders of committal for a short time, and he found that the people went to prison. He then lengthened the period and he found that fewer people went to prison; and he found that the longer period for which he committed the people to prison for not paying, the shorter was the total amount of imprisonment suffered by debtors, because he found that when they were committed for the whole six weeks they moved heaven and earth among their friends to get the funds and pay; whereas if the term was a short one they went to prison and underwent the punishment. That might possibly be useful as a guide. I am not speaking of my own experience, but I only say what Mr. Motteram told me. However, my Lords, to come back to the matter in hand, I quite agree that for the reasons which have been given we ought to decide that there was here a finding by the County Court Judge that the man had had the means and had made default in paying the amount, and an adjudication that for that default he should go to prison for ten days, but there was a direction at the same time that the execution of that order should be respited or delayed, and that it should not be executed at all if payment were made according to the instalments which were mentioned.

**LORD HERSHELL:**—I quite agree. I am not surprised altogether at the view taken by the learned judges in the court below of the facts, considering the way in which the case was presented to them and the admissions or statements which were made by the learned counsel who appeared on behalf of the County Court Judge. I think that we have probably an advantage which they had not with regard to arriving at a correct view of the facts of the case. I should be extremely sorry to be supposed to throw any doubt upon the view which was expressed by the learned Master of the Rolls, in conformity with that which he said had been entertained by Mr. Justice Willes, and had been acted upon by the judges, but I think that in the present case there was an inquiry as to the means of the debtor; there was the conclusion that he was in default; there was an order for his commitment in respect of that default; and all that was done further was that, in mercy to the person declared liable to suffer imprisonment, he was allowed an opportunity of escaping from that liability, provided he made certain payments. Now I do not think it is material how the amount of those payments was arrived at, whether it was according to what the judge thought he would be able to pay, which was perfectly consistent with his having been in default in respect of past nonpayment, or whether it was according to what the Plaintiff was

willing to take. I do not think that we need enter into those motives at all, because I do not think that it was in respect of the nonpayment of that sum that any proceedings were about to be taken to cause the debtor to suffer imprisonment which led to this application for a prohibition. But I desire to say this, with regard especially to what was urged by Mr. Wallace, that I think a judge would very much neglect his duty if, in order to save himself the trouble of inquiring whether there was default and whether the man had possessed the means of making payment of the instalments down to that time ordered, he were to issue a warrant of commitment with a stipulation for suspension if some smaller sums were paid, without having really arrived at the conclusion that there had been default. I think that that would be a most irregular and improper proceeding, and one which might very well be called in question. I think that it would be an abuse, but if there has been really in good faith a determination and adjudication of a past default, then I cannot see that the case is really open to the objections which have been raised.

**LORD MACNAGHTEN:** I concur.

*Order appealed from reversed. The Respondent to pay to the Appellant the costs of the appeal to this House.*

#### MITCHELL v. CANTRILL—C.A. No. 2, 3rd November.

**PRESCRIPTION—LIGHT—LESSOR AND LESSEE—2 & 3 WILL. 4, c. 71, s. 3.**

[We gave only a short note of this case (*ante*, p. 24), as our reporter was unable then to obtain a copy of the lease or any of the other documents. As the decision was one of considerable importance, we now give a fuller report.]

A lease for 999 years of a plot of building land, with a house which the lessee had erected on the land in pursuance of a building agreement, contained a demise of the house and land, "and all rights and appurtenances legal, used, or reputed to the said plot, except rights (if any) restricting the free use of any adjoining land, or the conversion or appropriation at any time hereafter of such land for building or other purposes, obstructive or otherwise." The lessee enjoyed the access of light to the house without interruption for more than twenty years. After the expiration of the twenty years the lessee of an adjoining plot, from the same lessor, commenced building so as to obstruct the access of light to the first lessee, and the action was brought to restrain the obstruction. On behalf of the defendant it was contended that the above reservation in the lease prevented the first lessee from acquiring a right to light by means of his twenty years' enjoyment. Section 3 of the Act 2 & 3 Will. 4, c. 71, gives a right to the access of light by twenty years' enjoyment, "unless it shall appear that the same was enjoyed by some consent or agreement expressly made or given for that purpose by deed or writing."

THE COURT (COTTON, LINTLEY, and LOPES, L.JJ.), reversing a decision of the Palatine Court of Lancaster, held that the reservation in the lease did not prevent the lessee from acquiring a right to light under the Act. COTTON, L.J., said that the reservation in the lease was not an agreement made for the purpose of the enjoyment of the light. It was simply an exception out of the grant of rights and appurtenances so as to prevent the lessee from urging as against the lessor, or anyone claiming through him, before the lessee had acquired a right under the Act, that the lessor could not derogate from his own grant, either by building himself, or granting to anyone else the right to build, so as to obstruct the first lessee's light. It was not an agreement as to the enjoyment of the light so as to prevent the Act from operating, and when the lessee, independently of the grant, had enjoyed the light for twenty years, he would have the same right against the lessee of the adjoining land as against a stranger. Nor did the reservation amount to an agreement between the lessor and lessee that the lessor should be at liberty to build at any time so as to interfere with the lessee's light. If there had been an express provision in the lease that the lessor should be at liberty at any time to build so as to interfere with the lessee's light, the case would be entirely different. But there was nothing of that kind. During the twenty years, before the lessee had acquired any right under the Act, the lessor would have been able to build so as to obstruct the lessee's light, not because there was an agreement that the lessor might build as he pleased, but because, before the expiration of the twenty years, the lessee would not have acquired any right under the Act, and the reservation in the lease prevented him from acquiring any right under the grant as against the lessor and anyone claiming under him. LINTLEY and LOPES, L.JJ., gave judgment to the same effect.—COUNSELL, *Coomes-Hardy, Q.C.*, and *Clarkson*; *Morton Smith and Bather*. SOLICITORS, *Byrne & Lucas*, for Taylor, Kirkman, & Colley, Manchester; *Rowcliffe, Rawle, & Co.*

#### SWAIN v. AYRES AND LUCK—Q. B. D. (Charles, J.), 17th November. AGREEMENT FOR LEASE—FORFEITURE—NOTICE UNDER SECTION 14 OF THE CONVEYANCING ACT, 1881.

This was the hearing of an action to recover possession of a house and premises and for mesne profits. The plaintiff's predecessor in title had entered into an agreement with the defendant's predecessor for a lease for eighty years, on condition that the tenant should, within eighteen months, lay out a sum of money in repairs, in which case he would be entitled to the lease; and it was agreed that in the meantime the tenant should hold the premises upon the terms of the lease, which included covenants by the tenant to repair and a proviso for re-entry on non-payment of rent or breach of covenants. No lease was ever granted under the agreement. The statement of claim alleged that one year's rent was in arrear, and that the premises were out of repair. The defendants pleaded tender of the rent, denied that the premises were out of repair, and further pleaded that the plaintiff had not served on the defendants any notice specifying the particular breach complained of, and requiring them to remedy the



breach or make compensation in money for the breach, in accordance with section 14 of the Conveyancing Act, 1881. The substantial question to be decided was whether any such notice was necessary. On the part of the plaintiff it was argued that no notice was necessary, because section 14 dealt with "a right of re-entry or forfeiture under any proviso or stipulation in a lease," and therefore was not applicable to a mere agreement for a lease. Although for some purposes, now that the rules of equity prevailed, a tenant under an agreement for a lease was to be treated as a tenant under a lease, still that was not so where he was not in a position to demand specific performance. If section 14 had been intended to apply to agreements for leases, it would have been easy to express it so, as was done in section 18, sub-section 17. On the part of the defendants it was contended that the case of *Walsh v. Lonsdale* (31 W. R. 109) shewed clearly that since the Judicature Act a tenant under an agreement for a lease was in the same position as a tenant under an actual lease.

CHARLES, J., said that in his opinion the defendants had failed to prove any tender of rent, and he was satisfied that the premises were out of repair; and therefore it was necessary for him to determine the question whether the want of notice under section 14 of the Conveyancing Act, 1881, was a good defence to the action. The question arose whether the document in question was a lease under that section. It was true it contained words which pointed to an actual demise; but he thought it was only an agreement for a lease, and that it was not actually a lease. It was not under seal, and therefore if it had been intended to be a lease it would have been void as a lease. It was suggested that it was a lease in equity, and reference was made to *Walsh v. Lonsdale*. There were certainly expressions in that case strongly shewing that the position of a person holding under an agreement for a lease was the same as that of a person holding under an actual lease. He was, however, of opinion that section 14 must be construed according to its natural meaning, and that it applied to a lease, and a lease only. His judgment was not in any way contrary to *Walsh v. Lonsdale*, for here the defendants would not have been entitled to have specific performance of the lease, as they had broken their covenant in letting the premises get out of repair. The plaintiff was entitled to judgment.—COUNSEL, *Finlay, Q.C.*, and *Lush-Wilson*; *Tatlock* and *Moyes*. SOLICITORS, *W. Bristow*; *Parser & Cooper*.

### THE MIDDLESEX REGISTRY CASE.

The following is a copy of the return of the Registrar to the writ of *mandamus* (see 31 SOLICITORS' JOURNAL, 645).

The answer of the Right Honourable Charles Robert Claude Wilde Baron Truro to this writ:—

I, the said Right Honourable Baron Truro, to whom this writ is directed, do most humbly certify and return to our Sovereign Lady the Queen at the time and place in this writ mentioned that the memorial in the said writ mentioned was, and is, in the words and figures following.

A Memorial to be registered of

An Indenture, dated 8th July, 1885, between the Most Noble Algernon George Duke of Northumberland, and the Right Honourable Henry George Percy, commonly called Earl Percy, the eldest son and heir apparent of the said Algernon George Duke of Northumberland, of the one part, and George Bohn, of Kingston upon Hull, Esquire, and Francis Kerridge Munton, of 95a, Queen Victoria-street, in the City of London, of the other part. Whereby, for the considerations therein mentioned, the said Algernon George Duke of Northumberland, and Henry George Earl Percy, as beneficial owners, appointed: All that piece or parcel of copyhold land, formerly meadow land, in Sandycroft-lane, in the Parish of Twickenham, in the County of Middlesex, formerly called Normans land, described on the Court Rolls of the said manor as containing two acres, three roods, and six perches, but afterwards by another admeasurement found to contain two acres, three roods, and twenty-four perches, with the appurtenances: And also all that piece or parcel of copyhold ground situate and being in the parish of Twickenham, in the said County of Middlesex, together with the dwelling house or villa residence known as "Laburnham Cottage" standing and being thereon: And together also with the three several messuages or cottages also standing and being thereon known as "Ivy Cottage," "Primula Cottage," and "Vine Cottage," all which said piece or parcel of land and other hereditaments and premises are more particularly specified and defined with the abutments, boundaries, and dimensions thereof in the plan drawn in the margin of the admission of Henry George Bohn (since deceased) dated 15th January, 1877, and distinguished by the colours (red and green): Together with all mines and minerals under all the before mentioned copyhold hereditaments and premises, should go, remain, and be and from thenceforth remain To the use of the said George Bohn and Francis Kerridge Munton, their heirs and assigns, for ever as freehold, and absolutely enfranchised and discharged from the copyhold tenure thereof, and from all suits, services and fines and customs whatsoever incident thereto, which said now memorialising indenture, as to the execution thereof by the said Duke of Northumberland, is witnessed by Frederick William Steward, of 49, Lincoln's Inn Fields, Solicitor; and as to the execution thereof by the said Earl Percy, by George Ernest Steward, of 49, Lincoln's Inn Fields, Solicitor; and as to the execution thereof, by George Bohn and Francis Kerridge Munton, is witnessed by William Derham, of 95a, Queen Victoria-street, E.C., clerk to the said F. K. Munton, and the said indenture is required to be registered by the said Francis Kerridge Munton. As witness his hand and seal.

Signed and sealed in the presence of Wm. Derham. Thos. Richards.

FRANCIS K. MUNTON. L.S.

I hereby certify that the within-named William Derham made oath of the signing and sealing of this memorial, and of the execution of the deed to which it refers, at 51, Broad-street, in the City of London, before me, Thomas H. Weeks, a commissioner to administer oaths in the Supreme Court of Judicature in England, and a London commissioner to administer oaths in Chancery, appointed under section 2 of 16 & 17 Victoria, chapter 78, residing at 51, Broad-street, in the City of London, this 2nd day of May, 1887.

And I, the said Right Honourable Baron Truro, do further most humbly certify and return to our Sovereign Lady the Queen, that the memorial in the said writ mentioned, when brought to the office in the writ mentioned for registration as in the writ mentioned, was not attested by two witnesses, one whereof was one of the witnesses to the execution of such deed and conveyance within the meaning of the said Act of the 7th of Anne, c. 20.

And I, the said Right Honourable Baron Truro, do further most humbly certify and return to our Sovereign Lady the Queen, that the witness to the execution of the said deed and conveyance, by the said Duke of Northumberland, was the said Frederick William Steward, and the witness to the execution of the said deed and conveyance by the said Earl Percy was the said George Ernest Steward, and that the said Frederick William Steward did not, upon his oath, nor did the said George Ernest Steward, upon his oath, prove before the said Thomas Henry Weeks, in the said writ mentioned, the signing and sealing of the said memorial, and the execution of such deed and conveyance mentioned in such memorial, according to the provisions of the 7th of Anne, c. 20.

And I, the said Right Honourable Baron Truro, do further most humbly certify and return to our Sovereign Lady the Queen that the said memorial, when so brought to the said office, had not indorsed upon it a certificate of such oath of the said Frederick William Steward, or of such oath of the said George Ernest Steward, signed by the said Thomas Henry Weeks.

And I, the said Right Honourable Baron Truro, do further most humbly certify and return to our Sovereign Lady the Queen that I, the said Right Honourable Baron Truro, do admit that the said Thomas Henry Weeks is a commissioner to administer oaths in the Supreme Court of Judicature in England, and was also appointed a London commissioner to administer oaths in Chancery by the Lord Chancellor under the Act 16 & 17 Vict. c. 78, but I do not admit that the said Thomas Henry Weeks was empowered by the last-mentioned Act to administer an oath for the purpose of proving the signing and sealing of the said memorial and the execution of the said deed and conveyance.

And I, the said Right Honourable Baron Truro, do further most humbly certify and return to our Sovereign Lady the Queen, that the said land and ground mentioned in the said memorial were at the time of the execution of the said indenture dated the 8th day of July, 1885, copyhold land and ground held of the Manor of Zion.

And I, the Right Honourable Baron Truro, do further most humbly certify and return to our Sovereign Lady the Queen, that the said deed and conveyance was, before the said deed was brought into the said office for registration, duly recorded on the court rolls of the said manor.

And for the said reasons and cause I, the said Right Honourable Baron Truro, ought not, nor should I receive, enter, or register the said memorial in accordance with the provisions of the said Act of the 7th of Anne, c. 20.

TRURO.

### LAW STUDENTS' JOURNAL.

THE INCORPORATED LAW SOCIETY'S EXAMINERS.

The following Examiners and Assistant-Examiners for the year 1888 have been appointed by the Council of the Incorporated Law Society.

#### EXAMINERS.

Mr. J. Addison (Linklater & Co.), Mr. J. W. Budd (Johnson, Budd, & Johnson), Dr. Edwin Freshfield (Freshfields & Williams), Mr. John Hunter (Hunter, Gwatkin, & Haynes), Mr. H. Manisty (Nicholl, Manisty, & Co.), Mr. H. Markby (Markby, Stewart, & Co.), Mr. R. Mills (Ward, Mills, Welham, & Lambert), Mr. F. P. Morrell (Morrell & Son, Oxford), Sir Henry W. Parker (Parker, Garrett, and Parker), Mr. R. Pennington (Cookson & Co.), Mr. T. Waterhouse (Waterhouse, Winterbosham, and Harrison), Mr. William Williams (Currie, Williams, & Williams).

#### ASSISTANT-EXAMINERS.

For the Preliminary Examination:—Mr. C. Knight Watson, all the subjects except French, Spanish, and Italian; G. W. Fischer, French and German; V. Carrías, Spanish; and P. de Asarta, Italian.

For the Intermediate Examination:—Mr. P. H. Cox (Bompas, Blechoff, & Co.), Mr. E. E. Blyth, Norwich, and Mr. E. R. Still (Still & Sons). The book on which candidates will be examined is Stephen's Commentaries on the Laws of England.

For the Final Examination:—Mr. J. R. F. Rogers (Keen, Rogers, & Co.), Equity; Mr. T. Thorowgood (Thorowgood & Tabor), Common Law and Bankruptcy; Mr. W. J. Fraser, Conveyancing; Mr. C. O. Humphreys (Humphreys & Son), Criminal Law; Mr. H. E. Johnson (Waddilove & Johnson), Probate, Divorce, and Admiralty.

For the Honours Examination:—Mr. J. A. Iliffe (Iliffes, Henley, & Sweet), Conveyancing; Mr. V. J. Chamberlain, Equity; Mr. M. D. Osbaldestone (Field, Roscoe, & Co.), Common Law and Bankruptcy; Mr. E. F. Turner (Hacon & Turner), Probate, Divorce, Admiralty, and Criminal Law.

## THE INCORPORATED LAW SOCIETY.

## HONOURS EXAMINATION.

November, 1887.

At the examination for honours of candidates for admission on the roll of solicitors of the Supreme Court, the examination committee recommended the following gentlemen as being entitled to honorary distinction:—

## FIRST CLASS

[In order of merit.]

JOHN ELLIOTT HUXTABLE, who served his clerkship with Mr. Richard John Villiers, of London.

ARTHUR JOSEPH CLARKE, who served his clerkship with Mr. Daniel Clarke, of High Wycombe.

EDWARD WHITE, who served his clerkship with Mr. Frederick Merryweather Burton, of Gainsborough, and Messrs. Field, Roscoe, Field, Francis, & Osbaldeston, of London.

Cecil PERBORNE ROBINSON, who served his clerkship with Mr. J. Ridley Shield, of Alresford.

ALFRED JONES RAYBOULD, who served his clerkship with Mr. William Bache, of West Bromwich, and Messrs. Brownlow & Howe, of London.

WILLIAM THORNTON KAYE, B.A., who served his clerkship with Mr. Henry Leigh Pemberton, of London.

JOHN BATTEN CORNISH, who served his clerkship with Mr. Thomas Cornish, of Penzance, and Messrs. Dangerfield & Blythe, of London.

JOHN BEDDOE SNELL, who served his clerkship with Mr. Frederick Alfred Snell, of the firm of Messrs. Snell, Son, and Greenip, of London.

EDGAR ROBSON TANNER, B.A., who served his clerkship with Mr. Louis Charles Danger, of the firm of Messrs. Danger & Cartwright, of Bristol, and Messrs. Ley, Lake, and Ley, of London.

THEODORE GUERDAIN TURNER, who served his clerkship with Mr. George Arthur Flowers, of Steyning.

## SECOND CLASS.

[In alphabetical order.]

Alfred Burrow, who served his clerkship with Mr. Arthur Carpenter, of London.

Edward Robert Ennor, who served his clerkship with Mr. John Yates London, of the firm of Messrs. Speechly, Mumford, & London, of London.

George Norris Gilroy, who served his clerkship with Mr. Walter Mayhew, of the firm of Messrs. Mayhew, Son, & Peck, of London.

John George Godard, who served his clerkship with Mr. Richard Cotton, of the firm of Messrs. J. N. Mason, Phillips, & Cotton, of London.

Matthew Henry Haygarth, who served his clerkship with Mr. Henry Jackson Whiteside, of Whitehaven.

John Bromhead Mathews, who served his clerkship with Mr. David Morton Nicholson, of the firm of Messrs. Dossey, Wightman, & Nicholson, of Sheffield, and Messrs. Torr, Janeways, Gribble, & Oddie, of London.

George Frederick Padley, who served his clerkship with Messrs. Webster & Styling, of Sheffield, and Messrs. Pritchard & Son, of London.

Samuel Mills Slater, who served his clerkship with Mr. James Slater, of Darlaston.

Hugo Talbot, who served his clerkship with Mr. Frank Rowley Parker, of the firm of Messrs. Sharpe, Parkers, Pritchard, & Sharpe, of London.

William Joseph Widdowson, who served his clerkship with Mr. Alexander Edgar Paterson, of the firm of Messrs. Dendy & Paterson, of Manchester.

Edward Shrimpton Woodroffe, who served his clerkship with Mr. Charles Gover Woodroffe, of London.

## THIRD CLASS.

[In alphabetical order.]

Archibald Channing, who served his clerkship with Mr. Henry Channing, of Taunton.

John Graham, who served his clerkship with Mr. Henry Darlington, of the firm of Messrs. Darlington & Sons, of Wigan.

The council of the Incorporated Law Society have accordingly given class certificates and awarded the following prizes of books:—

To Mr. Huxtable—Prize of the Honorable Society of Clement's-inn—value 10 guineas; and the Daniel Reardon Prize—value about 25 guineas.

To Mr. Clarke—Prize of the Honorable Society of Clifford's-inn—value 10 guineas (the amount available for this prize at this examination is as above stated).

To Mr. White—Prize of the Honorable Society of New-inn—value 5 guineas.

To Mr. Robinson—Prize of the Incorporated Law Society—value 5 guineas.

To Mr. Raybould—Prize of the Incorporated Law Society—value 5 guineas.

To Mr. Kaye—Prize of the Incorporated Law Society—value 5 guineas.

To Mr. Cornish—Prize of the Incorporated Law Society—value 5 guineas.

To Mr. Snell—Prize of the Incorporated Law Society—value 5 guineas.

To Mr. Tanner—Prize of the Incorporated Law Society—value 5 guineas.

To Mr. Turner—Prize of the Incorporated Law Society—value 5 guineas.

The Council have given class certificates to the candidates in the second and third classes.

The number of candidates who attended the examination was 48.

Mr. JOHN ELLIOTT HUXTABLE, whose name appears first in the above list, is the son of the late Mr. John Elliott Huxtable, of Lagos, West Africa. He was educated at the Merchant Taylors' School, London, and obtained a position in the First Division at the Intermediate LL.B. Examination of the London University in January last.

UNITED LAW STUDENTS' SOCIETY.—November 21.—The debate on the Disestablishment question was shelved in order to discuss the question of the action of the Government in reference to the Trafalgar-square meetings. Mr. Bateman Napier, after obtaining leave on the ground of urgency, moved, "That this meeting views with horror and indignation the unconstitutional action of the Government and of Sir Charles Warren in forcibly preventing the holding of a *bona fide* political meeting, and thereby occasioning a riot and disturbance in the streets of London." The opener was supported by Mr. Kains Jackson, Mr. Ayanger, Mr. Clifton, Mr. Marcus, and others. Mr. Moyle opposed, and was followed by Mr. Common, Mr. Watson, Mr. H. J. H. Bull, and others. An amendment was, however, ultimately moved, thanking the Government for their firm action in the matter, and carried upon a division by 19 votes to 11.

Nov. 28.—Mr. Godfrey Knight opened the first legal debate of the session by moving "That the decision of Mr. Justice Kay in *Magnus v. The Queensland Bank* is wrong." The opener was supported by Messrs. Steere, Chapple, and Greenhalgh, while Mr. Richard Watson, who opposed, was followed by Messrs. Voules, Moyle, Pearson, Green, and many others. Mr. Knight's reply concluded the debate, and on the question being put from the chair the House upheld Mr. Justice Kay by only one vote.

Dec. 5.—Mr. W. S. Shirley, M.P., moved "That according to the law of England the right of public meeting is not an absolute right, but one subject to reasonable limitations and restrictions; and that in the opinion of this House the responsible Executive are legally justified in prohibiting meetings in Trafalgar-square, and in dispersing processions of persons having the intention to set such prohibition at defiance, and to take forcible possession of the said square." Mr. Marcus moved "The previous question." A lively debate ensued, in the course of which Mr. Ayanger and Mr. Bateman Napier took a prominent part. After Mr. Shirley had spoken on the amendment, the question was put "That Mr. Shirley's motion be not now put," but this was negatived by 21 votes to 5. The motion was then put, and carried by a majority of 20 votes. Mr. J. L. Carew, M.P., will, by invitation, open the debate on the Irish Question on the 12th inst.

LAW STUDENTS' DEBATING SOCIETY.—November 28.—Mr. William Van Sommer in the chair.—The subject for debate was "That the present tendency to luxurious living is detrimental to the best interests of the community." Mr. Ernest Todd opened the debate, and was followed by Messrs. Foden, Pattinson, J. D. Crawford, A. C. Macintosh, David Nimmo, and J. C. Wheeler. The motion was lost.

Dec. 6.—Mr. J. D. Crawford in the chair.—The subject for discussion was "That the case of *McManus v. Cook* (35 Ch. D. 681) was wrongly decided." The debate was opened by Mr. W. M. Woodhouse. The following members took part in the debate:—Messrs. Mackintosh, Gibson, Parker, and Thorpe. The motion was lost. There were fifty members present.

## LEGAL NEWS.

## OBITUARY.

Mr. JOSHUA POLLARD, solicitor, died at Scarr Hill, Bradford, on the 19th ult., in his ninety-fourth year. Mr. Pollard was the second son of Mr. William Pollard, and was born in 1794. He was educated at Hipperholme Grammar School. He was articled to the late Mr. Samuel Hallstone, of Bradford, and was admitted a solicitor about the year 1814. He had for many years a good business at Bradford, having been in partnership with his brother, the late Mr. George Pollard, but he had long ceased to practice. More than forty years ago he was appointed a magistrate for the West Riding of Yorkshire, and he was for several years Chairman of the East Morley Bench. Mr. Pollard was formerly a member of the Bradford Town Council, as a representative of the Bowling Ward, and he was a member of the Bradford Board of Guardians, and a director of the Bowling Ironworks Co. He was married to the daughter of Mr. John Sturges. He was buried at Undercliffe Cemetery, Bradford, on the 22nd ult.

## APPOINTMENTS.

Mr. FREDERICK HOLMAN, solicitor, of Lewes, has been appointed Clerk to the Uckfield Board of Guardians, Assessment Committee, School Attendance Committee, and Rural Sanitary Authority. Mr. Holman was admitted a solicitor in 1864.

Mr. HERBERT GEORGE SAVILL, Assistant Clerk at the Mansion House Justice Room, has been appointed Chief Clerk at the Guildhall Justice Room, in succession to Mr. Cecil George Douglas, who has been appointed Chief Clerk at the Mansion House Justice Room.

Mr. JOHN TROTTER, Assistant Clerk at the Guildhall Justice Room, succeeds Mr. Savill as Assistant Clerk at the Mansion House Justice Room. Mr. JAMES LESLIE GROVE POWELL, solicitor, of 17, Essex-street, and of Richmond, has been appointed Clerk to the Richmond Main Sewerage Board. Mr. Powell was admitted a solicitor in 1874.

The Right Hon. Sir HENRY JAMES, Q.C., M.P., has been elected Treasurer of the Middle Temple for the ensuing year.

Mr. ROBERT HOLTRY, solicitor, of York and Market Weighton, has been appointed a Perpetual Commissioner for taking the Acknowledgments of Deeds by Married Women, for the City of York and the East, North, and West Ridings of Yorkshire.

Mr. WALTER DIOBY THURMAN, solicitor, of Liverpool, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. ARTHUR CHARLES MEAD, solicitor, of the firm of Mead & Sons, of 6, Arundell-street, Piccadilly-circus, W., has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.



Mr. W. H. SARGENT, Solicitor, of 28, Budge-row, Cannon-street, E.C., and 35, Dalberg-road, Brixton, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. WILLIAM OWEN, Q.C., has been appointed Primary Judge in Equity for the Colony of New South Wales, in succession to Sir William Montague Manning, resigned. Mr. Justice Owen was appointed Queen's Counsel for the colony in 1882.

Mr. JOHN BAIN, barrister, has been appointed Chief Justice of the Province of Manitoba, in succession to the late Chief Justice Wallbridge.

Sir PATRICK COLQUHOUN, LL.D., Q.C., has been elected Treasurer of the Inner Temple for the ensuing year.

Mr. JOSEPH DAVIES, solicitor, of Aberystwith, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. EDWARD KENT KARSLAKE, Q.C., has been elected Treasurer of Lincoln's-inn for the ensuing year.

Mr. JOHN FORBES, Q.C., Solicitor-General of the County Palatine of Durham, has been appointed Attorney-General of the County Palatine, in succession to Mr. Gainsford Bruce, Q.C., who has been appointed Chancellor of the County Palatine, is the third son of Mr. James Forbes, of Aberdeen. He was born in 1838. He was educated at the University of Aberdeen, and he was called to the bar at Lincoln's-inn in Trinity Term, 1862, where he obtained an open studentship. He practises on the North-Eastern Circuit, and he became a Queen's counsel in 1881. Mr. Forbes is a bencher of Lincoln's-inn, and he was appointed Solicitor-General of the County Palatine in 1885.

Mr. EDWARD TINDALL ATKINSON, Q.C., succeeds Mr. Forbes as Solicitor-General of the County Palatine of Durham. Mr. Atkinson is the fourth son of his Honour Judge Henry Tindal Atkinson, and was born in 1847. He was called to the bar at the Middle Temple, in Trinity term, 1870, when he obtained a certificate of honour of the first class, and he is a member of the North-Eastern Circuit. He became a Queen's Counsel in 1886.

#### PARTNERSHIPS DISSOLVED.

GEORGE JOHN COLDHAM and WOTTON WARD ISAACSON, solicitors (Coldham & Isaacson), 5, New-inn, Strand, London. November 14th. [*Gazette*, Dec. 2.]

JOHN FREDERICK SPENCER CRIDLAND and ALFRED PAGET, solicitors, 17, Bedford-row, London (Cridland & Paget). Nov. 4.

PERCY HAIGH SENIOR and CHARLES EDWARD BLACKMORE BOWKER, solicitors, Nottingham (Senior & Bowker). The said Percy Haigh Senior will in future carry on the said practice in his own name. [*Gazette*, Dec. 6.]

#### GENERAL

Mr. T. T. Bucknill, Q.C., of the Western Circuit, has been elected a member of the Bar Committee, in succession to Mr. Justice Charles.

Mr. Edward Nicholas Fenwick, the newly-appointed Metropolitan stipendiary magistrate in the room of Mr. Hosack, was sworn in before Wills and Grantham, JJ., on Thursday.

Last Tuesday's *London Gazette* contains an Order in Council extending the provisions of the International Copyright Convention to the following countries:—Belgium, France, Germany, Hayti, Italy, Spain, Switzerland, and Tunis.

Sir Henry James, Q.C., M.P., will preside at the annual general meeting of the Barristers' Benevolent Association, which will be held in the Middle Temple Hall on the 15th inst., at half-past 4 o'clock, when all members of the Inns of Court are invited to attend.

The *St. James's Gazette* says that on Thursday Mr. Justice Kay tried a case relating to a patent in dancing dolls. A section of a ballet-girl doll was made in order to acquaint his lordship with the practical working of the mechanical contrivance. The solicitor's table was cleared of papers, and the ballet-girl, having been wound up, commenced to dance on the table. Mr. Justice Kay, it is stated, watched the performance with evident interest, and when the dance was concluded, carefully examined the doll. He then handed it to the Registrar of the court, with an injunction "not to hurt it." [The learned judge ought clearly to have requested the Registrar to take a minute of the ballet girl.]

The *Times* says that much excitement was caused at Devonport on Friday week by the arrest, on two warrants, of Mr. Arthur Brickwood Hutchings, a solicitor in extensive practice, and ex-mayor and alderman of the borough. Mr. Hutchings retired from the mayoralty twelve months since, after being in office three years in succession. Mr. Hutchings was taken into custody on two warrants, one of which charged him with obtaining, on May 27 last, by false pretence, with intent to defraud, the sum of £650 from Mr. Richard Heard, a purveyor doing a large business at Devonport. The offence alleged in the second warrant was that the accused, on July 25, by false pretence, fraudulently caused Mrs. Bell, a widow residing at Devonport, to execute a mortgage deed for £250. Mr. Hutchings was brought before the borough justices on Saturday morning and charged with the offences specified in the warrants. After a lengthy deliberation, the bench committed the accused on the first charge to take his trial at the ensuing quarter sessions for the borough, and refused to exercise their discretion, on the application of Mr. Pearce (Mr. Hutchings' solicitor) to commit the accused to the assizes at Exeter instead. The bench committed the accused to take his trial on the second charge also, but agreed to accept bail on Mr. Hutchings entering into his own recognizances for the sum of £500 and finding two sureties for £250 each. The *Western Morning News* says that application will be made to remove the trial from the quarter sessions to the assizes.

On the hearing of an administration action of *Power v. Parkes*, on Wednesday last, Mr. Justice Kay is reported in the *Times* to have said that "It is

important that solicitors and the profession generally should know what they appear very slow to learn—that actions of this kind cannot be brought with any certainty that the plaintiffs will in any event get their costs out of the estate. The rule which has been supposed to prevail to the contrary has produced more injustice than any other rule I know. Lord Westbury pointed out long ago, in *Bartlett v. Wood*" (30 L. J. Ch. 614), that where a suit is brought for the administration of an estate by one of the persons interested, and the suit turns out to be quite useless, that plaintiff will not be entitled to have his costs out of the estate. Now, since the Judicature Act, the Court has a much larger discretion relative to the costs of administration actions." His lordship then stated the facts of the case, and added, "I cannot see that this action has benefited any human being beyond the professional gentlemen engaged in it. The trustees are not in default; the shameful charges brought against them have not been supported by any evidence at all. I am now asked to establish, as a convenient precedent, that any one may in a case of this kind bring shameful charges against trustees when there is no evidence to support them, and may get an order for administration which can do no one on earth any good, and yet may have his costs out of the estate. I decline to establish any such precedent. His lordship then made an order that the plaintiff should pay all the costs of the present application, as well those of the trustees as those of the respondents, the beneficiaries entitled to the other two-thirds of the estate. The trustees to take any extra costs of the present application and their general costs of the action, and their charges and expenses properly incurred as between solicitor and client, out of the 'costs fund' in court; the plaintiff to have no costs of the action."

On Tuesday last a complimentary banquet was given to Mr. Justice Charles by the Worshipful Company of Coopers, at the Hotel Métropole. The Master, Mr. Henry Boyer, presided, and the guests included Mr. Justice Wills, Lord Herschell, the Attorney-General, M.P., Sir Henry James, Q.C., M.P., Lord Magheramorne, and many Q.C.'s and gentlemen connected with the legal profession. The Master, in proposing the toast of the evening, "The health of Mr. Justice Charles," said that he was the first honorary member of the governing body of the Coopers' Company. All would agree that in nominating him to that position they had not so much conferred an honour as received one. The elevation of Mr. Justice Charles to the Bench had met with universal approval. Lawyers and laymen alike concurred in the opinion that by his advancement merit and sound learning had received their due reward. The toast was enthusiastically drunk. Mr. Justice Charles, in responding, said that he was proud of being a member of the Coopers' Company, to which company his father and grandfather had also belonged. In addition to any personal reasons for which they had done him honour, there were, he thought, two other reasons. The first was that the Coopers' Company, in common with all the companies of the City of London, and in common with the City of London itself, had the truest reverence for the laws of the country; and the other reason was because he had attained the judicial office, and in honouring him they honoured the office itself. It was a fortunate thing for England that the judicial office was not a political office. As soon as a Judge took his seat upon the judicial bench he left politics behind him, and no one could tell, by the discharge of his duties, what was the complexion of his political opinions. They all knew that he (Mr. Justice Charles) was a nominee of the Conservative Chancellor; but foremost among those who had been invited there that night to welcome him were his friend the Chancellor under the late Government, and Mr. Mellor, who also held high office in that Government, and he saw also Sir Henry James and the Attorney-General.

#### COURT PAPERS.

##### SUPREME COURT OF JUDICATURE.

###### ROTA OF BRIGHTONS IN ATTENDANCE ON

Date.	APPEAL COURT No. 1.	APPEAL COURT No. 2.	Mr. Justice KAY.	Mr. Justice CHITTY.
Mon., Dec. 12	Mr. Pemberton	Mr. Koe	Mr. Beal	Mr. Carrington
Tuesday ... 13	Cloves	Jackson	Pugh	Lavie
Wednesday 14	Jackson	Koe	Beal	Carrington
Thursday ... 15	Koe	Jackson	Pugh	Lavie
Friday ... 16	Lavie	Koe	Beal	Carrington
Saturday ... 17	Carrington	Jackson	Pugh	Lavie
		Mr. Justice NORTH.	Mr. Justice STIRLING.	Mr. Justice KEEWICH.
Monday, December ... 12	Mr. Rolt	Mr. Clowes	Mr. Leach	
Tuesday ... 13	Ward	Pemberton	Godfrey	
Wednesday ... 14	Rolt	Cloves	Leach	
Thursday ... 15	Ward	Pemberton	Godfrey	
Friday ... 16	Rolt	Cloves	Leach	
Saturday ... 17	Ward	Pemberton	Godfrey	

#### WINDING UP NOTICES.

*London Gazette*.—FRIDAY, DEC. 2.  
JOINT STOCK COMPANIES.  
LIMITED IN CHANCERY.

BRIGHTON MUSIC HALL CO., LIMITED.—Stirling, J., has, by an order dated May 18, appointed Henry Newson Smith, 37, Walbrook, to be official liquidator.  
BRETON LIFE ASSOCIATION, LIMITED.—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to Mr. Horace Woodburn Kirby, the liquidator. Tuesday, Feb 14, at 12, is appointed for hearing and adjudicating upon the debts and claims.  
HOWE MACHINE CO., LIMITED.—North, J., has, by an order, dated Nov 17, appointed Samuel Lovelock, 19, Coleman st., to be official liquidator.  
LONDON AND PROVINCIAL GIRLS' BOARDING SCHOOL CO., LIMITED.—Petn for winding up, presented Nov 29, directed to be heard before Stirling, J., on Saturday, Dec 10.  
BROOKSBY & CO., Walbrook, solrs for petner.  
SOUTH LONDON STRAIP LAUNDRIES, LIMITED.—Petn for winding up, presented Nov 24, directed to be heard before Kay, J., on Dec 10. Mitchell, Cannon st solor for petner

**SUN PORTLAND CEMENT CO. LIMITED.**—Stirling, J., has fixed Dec 13 at 12, at his chambers, for the appointment of an official liquidator  
**TURKISH CIGARETTE CO. LIMITED.**—Pett for winding up, presented Dec 1, directed to be heard before North, J., on Dec 10. Attenborough, New Inn, solor for petner

UNLIMITED IN CHANCERY.

**ATLAS PERMANENT BENEFIT BUILDING SOCIETY.**—By an order made by Kay, J., dated Nov 25, it was ordered that the society be wound up. Crossman & Pritchard, Theobald's rd, Gray's Inn, agents for Kidson & Co, Sunderland, solors for petners

London Gazette.—TUESDAY, Dec 6.  
 JOINT STOCK COMPANIES.  
 LIMITED IN CHANCERY.

**CONGO AND CENTRAL AFRICAN CO. LIMITED.**—By an order made by Chitty, J., dated Nov 26, it was ordered that the voluntary winding up of the company be continued. Trinders & Co, Cornhill, solors for petners

**HARBINGER (SWANSEA) STEAMSHIP CO. LIMITED.**—Pett for winding up, presented Dec 3, directed to be heard before Chitty, J., on Saturday, Dec 17. Law & Worsam, Holborn viaduct, agents for Square & Co, Plymouth, solors for petner

**HOWE MACHINE CO. LIMITED.**—Creditors are required, on or before Jan 7, to send their names and addresses, and the particulars of their debts or claims, to Samuel Lovelock, 19, Coleman st, Friday, Jan 27, at 1, is appointed for hearing and adjudicating upon the debts and claims

**HULL, EAST YORKSHIRE, AND NORTH LINCOLNSHIRE CONSERVATIVE NEWSPAPER AND PRINTING CO. LIMITED.**—Chitty, J., has, by order, dated Nov 17, appointed Robert Hodgson, 16, Parliament st, Kingston upon Hull, to be official liquidator

**ST. JAMES' HALL RESTAURANT, LIMITED.**—Creditors are required, on or before Jan 10, to send their names and addresses, and the particulars of their debts or claims, to Mr. Henry Newson Smith, 37, Walbrook. Tuesday, Jan 17 at 12, is appointed for hearing and adjudicating upon the debts and claims  
 COUNTY PALATINE OF LANCASTER.  
 LIMITED IN CHANCERY.

**WEST PANT-Y-GO SILVER LEAD MINING CO. LIMITED.**—Pett for winding up, presented Nov 28, directed to be heard before the Vice-Chancellor, on Dec 13. Cartwright & Co, Liverpool, solors for petners

**WOOD & WRIGHT, LIMITED.**—Pett for winding up, presented Nov 30, directed to be heard before Vice-Chancellor Bristowe, on Dec 12. Shaw & Tremellen, Gray's Inn sq, agents for Ledgard, Manchester, solor for petners

FRIENDLY SOCIETIES DISSOLVED.

**BOUGHTON FRIENDLY SOCIETY, School, Boughton, Northampton.** Dec 1  
**GOLDEN FLEECE SOCIETY, Fox and Hounds Inn, Odell Moor, Bradford, York.** Nov 30

SUSPENDED FOR THREE MONTHS.

**GOOD SAMARITAN FRIENDLY SOCIETY, Free Library, Long st, Middleton, Manchester.** Dec 1

CREDITORS' NOTICES.  
 UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Nov. 25.

**ROWE, JOHN, High st, Clapham, Builder.** Dec 28. Farquharson Bros & Co v Rowe, Stirling, J. Cree, Gray's Inn sq  
**TATTERSHALL, THOMAS, Silkstone, York, Innkeeper.** Dec 20. Clarkson v Tattershall, Stirling, J. Clegg, Barnsley

London Gazette.—TUESDAY, Nov 29.

**MEADOWS, ALFRED, George st, Hanover sq, M.D.** Dec 31. Meadows v Meadows, North, J. Steward, King's Bench walk  
**HORNER, THOMAS, Manuden, Essex, Hay Dealer.** Dec 31. Roberts v Horner, Kay, J. Betteley, Emsbury circus

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Nov. 29.

**ASKEW, GEORGE, Parkgate, nr Rotherham, York, Publican.** Jan 1. Oxley & Coward, Rotherham  
**CLEGG, WILLIAM, Grosvenor rd, Highbury New pk.** Dec 23. Blake & Co, College hill, E.C.  
**COOKEY, SARAH, Calthorpe rd, Edgbaston, Warwick.** Dec 9. Beale & Co, Birmingham  
**COTTAM, JAMES, Culceth, Lancaster, Farmer.** Dec 30. Lancashire, Manchester  
**CADMAN, MARGARET, Wath upon Dearne, York.** Dec 8. Saunders & Co, Wath upon Dearne  
**CLACK, ELIZABETH, Exmouth.** Dec 31. Kendall & Co, Union Bank chbrs, W.C.  
**GOULD, JOHN, Chard, Somerset, Retired Tailor.** Dec 27. Clarke & Lukin, Chard  
**GOWER, HENRY, Tenterden, Kent, Gent.** Dec 20. Mace & Sons, Tenterden  
**HARDY, GEORGE BRIGGS, Fulham rd, Chemist.** Dec 17. Robinson, Chelsea  
**HARMAN, HENRY, Bognor, Retired Plumber.** Dec 24. Staffurth, Bognor  
**HEWITT, ARTHUR TURNER, Nicholas lane, Gent.** Dec 30. Hewitt, Nicholas lane  
**HILL, SAM FLOWER, Mill st, Macclesfield, Chester, Ironmonger.** Dec 31. Dennis & Faulkner, Northampton  
**HOLDEN, JOHN GEORGE, Royton, nr Oldham, Cotton Spinner.** Dec 10. Mellor, Oldham  
**INCHLEY, WILLIAM, Stoke, Warwick, Gent.** Dec 20. Twist & Sons, Coventry  
**KENT, DEBORAH CHURCH, Upper St Giles' st, Norwich.** Jan 1. Mills, Norwich  
**LUDLAM, ELIZA, Oadby, Leicester.** Dec 17. Haxby & Partridge, Leicester  
**LUDLAM, GEORGE, Oadby, Leicester, Licensed Victualler.** Dec 17. Haxby & Partridge, Leicester  
**MEEKES, ADY FREDERICK, St George's rd, Southwark, Gent.** Dec 31. Young & Sons, Mark lane  
**MIDDLETON, MELINDA, Lakenham, Norwich.** Jan 1. Mills, Norwich  
**MORDECAI, JOHN, Newmarket rd, Cambridge, Gent.** Dec 13. Lyon, Cambridge  
**MOUBERT, ADOLPHUS BENEDICT, Garwood, Ashton in Makerfield, Lancaster, Gent.** Jan 10. Peace & Ellis, Wigan  
**ORME, JAMES, Rainow, Chester, Provision Dealer.** Dec 20. Mair & Blunt, Macclesfield  
**POWELL, WILLIAM GEORGE, Tunbridge Wells, Fly Proprietor.** Dec 22. Cripps & Son, Tunbridge Wells  
**SCHOLFIELD, ABEL, Alnwick, Northumberland, Gent.** Dec 20. Middlemas, Alnwick  
**SHELDON, WILLIAM, Kirkewhite st, Nottingham, Dyer.** Dec 31. Watson & Co, Nottingham  
**SMITH, REV EDWARD HERBERT, Killamarsh, Derby, Clerk in Holy Orders.** Dec 24. Alderson & Co, Sheffield  
**STEWART, HERBERT, Carey crescent, Torquay.** Jan 1. Overbury & Gilbert, Norwich

**STONEMAN, ANN, Story st, Islington.** Dec 23. Millman, Barnsbury  
**TERRY, REV JAMES, Harborne, Stafford, Clerk.** Dec 23. O'Connor, Birmingham  
**TOWNEND, EDWIN, Spring gdns, Manchester, Yarn Agent.** Dec 23. Higson & Son, Manchester  
**VICARS, HANNAH, Norwood Grove, West Derby, Lancaster.** Jan 1. Mason & Grierson, Liverpool  
**WATSON, JOHN HENRY, Chatsworth rd, Lower Clapton, Retired Schoolmaster.** Dec 23. Paterson & Sons, Bouverie st  
**WHEAT, WILLIAM, East Retford, Nottingham, Labourer.** Dec 18. Bascoby, East Retford  
**WHITE, ANN ELIZABETH, North Walsham, Norfolk.** Jan 1. Mills, Norwich

London Gazette.—FRIDAY, Nov. 25.

**ALLAN, JOHN, Bedford, Draper.** Jan 11. Tebbs, Bedford  
**ANDREWS, RICHARD, Upper Boddington, Northampton.** Jan 1. Kilby & Mace, Banbury  
**ASHEBY, JOHN ROBERT, Mount st, Grosvenor sq, Licensed Victualler.** Dec 27. Martineau & Reid, Raymond bldgs  
**AUGARDE, FRANCIS JOSEPH, View Mount, Waterford, Esq.** Dec 31. Saxton & Morgan, Somerset st, W  
**BOSTELMANN, HERMANN HENRY, Clerkenwell close, Licensed Victualler.** Dec 16. Vickery, Old Jewry, E.C.  
**BROWN-GRAVES, RICHARD EDWARD, Woodthorpe Hall, Handsworth, York, Esq.** Jan 23. Arnold, Fooks, Chadwick & Co, Carey st  
**CALDWELL, JOHN, Deputy Inspector-General of Hospitals and Fleets.** Jan 21. Marsden & Wilson, Old Conduit st, W  
**CASEY, DAVID GILBERT, Markhouse rd, Walthamstow, Essex, Licensed Victualler.** Dec 22. Houghtons & Ryfield, Gracechurch st  
**CRAFT, DANIEL, Lymington, Gent.** March 1. Coxwell & Pope, Lymington  
**DEWSNAP, THOMAS, Oxford st, Sheffield, Retired Case Maker.** Jan 1. Bramley, Sheffield  
**FENTON, MARY, Darlington, Durham.** Dec 31. Stewart, Darlington  
**FERRY, GEORGE, Markfield, Leicester, Gent.** Dec 22. Stevenson & Son, Leicester  
**FOLIGNO, EDWARD, Torrington sq, Esq.** Dec 25. Emanuel & Simmonds, Finsbury circus, E.C.  
**FREEZE, Lieut Gen WILLIAM HENRY, St Roman's rd, Southsea.** Jan 1. Ravenscroft & Co, John st, W.C.  
**GOULD, JOHN, Chard, Somerset, Retired Tailor.** Dec 27. Clarke & Lukin, Chard  
**GRAVETT, REBECCA, Worthing.** Jan 1. Collet & Minton, Worthing  
**HARVEY, WILLIAM, Plymouth.** Dec 5. Frederick Ryall, Plymouth  
**HASLAM, CHARLES EDWARD, Taddington, Bedford.** Dec 1. Ollard & Co, 1, Chillon's inn, E.C.  
**HAYES, JOHN, Tittersor, Stafford, Doctor of Medicine.** Dec 19. Llewellyn & Acrill, Tunstall  
**HILL, ELIZABETH, Illogan, Cornwall.** Dec 17. Rogers, Falmouth  
**HODGETTS, ALFRED, Abbot's Court, Saint Bees, Cumberland, Iron Ore Master.** Dec 31. Brockbank & Co, Whitehaven  
**KNIGHT, SUSANNA PHOEBE, otherwise DAVIES, Lammernmore rd, Balham.** Dec 31. Tatham & Son, Gray's Inn  
**LAWTON, NANCY, Fairfield rd, Droylsden, Lancaster.** Dec 30. Hyde, Stalybridge  
**LENEHAM, THOMAS DIGWAIN, Bishopsgate st Without, Roman Catholic Priest.** Feb 1. East, Basinghall st  
**LEWIS, WILLIAM, Wandsworth Common, Gent.** Jan 15. Wheeler, Queen Victoria st, E.C.  
**MUSSON, FREDERICK, Leicester, Boot Maker.** Jan 25. Stevenson & Son, Leicester  
**NASH, MARIA, Clewer, Berks.** Dec 23. Long & Co, Windsor  
**PASLEY, MARY, Roman rd, Bow.** Dec 19. Surman & Quekett, Lincoln's inn fields  
**PAUL, SELINA, Albert gr, Leicester.** Jan 7. Hunt & Williams, Nottingham  
**PREVETT, GEORGE, Newdigate, Surrey, Farmer.** Jan 10. Merrick Head, Reigate  
**RANSOM, GEORGE DANIEL, Tiptree, Farmer.** Dec 31. Church, Colchester  
**ROBERTS, WILLIAM, Wendover, Buckingham, Gent.** Dec 17. Marshall, Hamersmith  
**ROSE, DAVID, Manor st, Clapham, Silversmith.** Feb 1. Cronin, Southampton  
**SALMON, STEPHEN FAUX, Louth, Lincoln, Cabinet Maker and Upholsterer.** Jan 14. Allison & Allison, Louth  
**SANDFORD, EMMA, Castle Frome, Ledbury.** Jan 2. Roberts, Birkenhead  
**SHEPHERD, GEORGE, Falkland rd, Kentish Town, Retired Tailor.** Dec 31. Clarendon, Marlborough chmbrs, Pall Mall  
**SHORTER, JOHN, Edenbridge, Kent, Carpenter.** Jan 12. Pearless & Sons, East Grinstead  
**SHRIMPTON, JOHN, North End, Droxford, Southampton, Farmer.** Dec 31. Bowker & Son, Winchester  
**SIMPSON, THOMAS, Fulham rd, Fulham.** Jan 12. Loxdale & Jones, Brompton  
**TABOR, CHARLES, Church rd, Teddington, Fish Salesman.** Jan 7. Pedley & Bartlett, Bush lane, E.C.  
**THORNTON, JOSEPH, New st, Huddersfield, Hotel Proprietor.** Dec 24. Poppleton & Appleby, Huddersfield  
**TOULMIN, JAMES, Preston, Lancaster, Cheese Factor.** Jan 1. Ascroft & Co, Preston  
**TOWSE, WILLIAM, Lonsborough, York, Master Carpenter.** Dec 16. Usher, Market Weighton  
**WALFORD, ROBERT, Argyll st, Medical Practitioner.** Dec 24. Coldicott & Son, Basinghall st  
**WALSH, HANNAH, West Vale.** Dec 24. Ingram & Huntriss, Halifax  
**WILMESHURST, GEORGE, Grosvenor mansions, Westminster, Gent.** Feb 23. Coppin, Godman st, E.C.  
**WILSON, ROBERT, Kirby upon Bain, Lincoln, Gent.** Dec 31. Harrison, Lincoln

SALES OF ENSUING WEEK.

Dec. 14.—MEERS, DYER, SON, & HILTON, at the Mart, Tokenhouse-yard, at 2 p.m. Freehold Ground-rents (see advertisement, this week, p. 4).  
 Dec. 16.—MR. G. A. WILKINSON, at the Mart, Tokenhouse-yard, at 2 p.m. Five per Cent. Perpetual Debenture Stock in the South Metropolitan Gas Co. (see advertisement, this week, p. 4).

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co, 115, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]



## BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Dec. 2.

## RECEIVING ORDERS.

AIKER, WILLIAM, Upholland, Lancs, Farmer. Wigan. Pet Nov 29. Ord Nov 29.  
 ARNOLD, DAVID, Flimstead, Herts, no occupation. St Albans. Pet Nov 29.  
 Ord Nov 29.  
 AYRES, SAMSON MANOAH, Dewsbury, Yorks, Watchmaker. Dewsbury. Pet  
 Nov 29. Ord Nov 29.  
 BACHE, JANE, Wilmington sq, Clerkenwell, Jeweller. High Court. Pet Nov 28.  
 Ord Nov 28.  
 BACK, UHERR, Blackfriars rd, Southwark, Rope Manufacturer. High Court.  
 Pet Nov 29. Ord Nov 29.  
 BATT, CHARLES JOSEPH, Heald rd, Balham, Tailor. High Court. Pet Nov 28.  
 Ord Nov 28.  
 BELLHOUSE, WILLIAM, Leeds, out of business. Leeds. Pet Nov 28. Ord Nov 28.  
 BEST, THOMAS SAMUEL, Kingston upon Hull, Bottle Merchants. Kingston upon  
 Hull. Pet Nov 29. Ord Nov 29.  
 BLEWITT, BENJAMIN, Kingswinford, Stafford, Publican. Stourbridge. Pet Nov  
 24. Ord Nov 24.  
 BROAD, HERBERT ALBERTON, Regent st, Glover. High Court. Pet Nov 28. Ord  
 Nov 28.  
 BROOKES, HENRY, Heckmondwike, Yorks, Clothier. Dewsbury. Pet Nov 30.  
 Ord Nov 30.  
 CARTER, HENRY THOMAS, Bristol, Superintendent in Post Office. Bristol. Pet  
 Nov 30. Ord Nov 30.  
 CLARKE, THOMAS, Birmingham, Tailor. Birmingham. Pet Nov 29. Ord Nov 29.  
 COLSON, WILLIAM GRANT, Gosport, Hamps, Corn Merchant. Portsmouth. Pet  
 Nov 28. Ord Nov 28.  
 CRISP, EDWARD PHILIP, Coventry, Hatter. Coventry. Pet Nov 24. Ord Nov 30.  
 DIXON, CHARLES, Kingston upon Hull, Rullyman. Kingston upon Hull. Pet  
 Nov 28. Ord Nov 28.  
 DOUGLAS, WILLIAM, Queen's gate, South Kensington, Builder. High Court.  
 Pet Nov 28. Ord Nov 28.  
 EVANS, LEWIS, Pontardawe, Glamorgan, Collier. Neath. Pet Nov 28. Ord  
 Nov 28.  
 FRIST, ROBERT WALTON, Little Moorfields, Auctioneer. High Court. Pet Oct  
 15. Ord Nov 23.  
 FRITH, THOMAS JETES, Broughton Astley, Leicester, Publican. Leicester. Pet  
 Nov 29. Ord Nov 29.  
 GALE, WILLIAM, Leeds, Timber Merchant. Leeds. Pet Nov 28. Ord Nov 28.  
 GARDINER, WILLIAM HENRY, Sunderland, Grocer. Sunderland. Pet Nov 24.  
 Ord Nov 24.  
 GARRAD, SAMUEL, Southend, Farmer. Chelmsford. Pet Nov 12. Ord Nov 29.  
 GILL, HENRY, Devonport, Contractor. East Stonehouse. Pet Nov 30. Ord  
 Nov 30.  
 GRAHAM, WILLIAM, Slaley, Northumberland, Yeoman. Newcastle on Tyne.  
 Pet Nov 30. Ord Nov 30.  
 HERMAN, HYMAN, Old st, St Luke's, Baker. High Court. Pet Nov 15. Ord  
 Nov 28.  
 HICKMAN, EDWARD, West Bromwich, Licensed Victualler. Oldbury. Pet Nov  
 29. Ord Nov 29.  
 HILL, BENJAMIN, South Stockton, Yorks, Tailor. Stockton on Tees and Mid-  
 dleborough. Pet Nov 29. Ord Nov 28.  
 HOLLAND, MATTHEW, New Cleve, Lincolnshire, Grocer. Gt Grimsby. Pet Nov  
 29. Ord Nov 29.  
 HOLLIBLACK, JOHN CROSSLAND, Batley, Yorks, Grocer. Dewsbury. Pet Nov 29.  
 Ord Nov 29.  
 HUBBOLD, HENRY, Penmatt, Staffs, Brewer. Stourbridge. Pet Nov 24. Ord  
 Nov 24.  
 HUDD, HENRY, Brynmawr, Brecon, Boot Manufacturer. Tredegar. Pet Nov  
 28. Ord Nov 28.  
 JOHNSON, JOSEPH, Leckhampton, Gloucestershire, Grocer. Cheltenham. Pet  
 Nov 29. Ord Nov 29.  
 JONAS, JOHN ARTHUR, Pickering, Yorks, Tobaccoist. Scarborough. Pet Nov  
 29. Ord Nov 29.  
 KIRKELL, JAMES, Harrow on the Hill, Builder. St Albans. Pet Nov 29. Ord  
 Nov 29.  
 LAMB, JOSEPH, Wymeswold, Leicestershire, Wheelwright. Leicester. Pet Nov  
 29. Ord Nov 29.  
 LANCASTER, EMILY, Withington, Lancashire, Box Manufacturer. Manchester.  
 Pet Nov 30. Ord Nov 30.  
 LANGFORD, JOSEPH, Lyonsall, Herefordshire, Farmer. Leominster. Pet Nov  
 29. Ord Nov 29.  
 LEDBURY, WILLIAM, Oldswinford, Worcestershire, Builder. Stourbridge. Pet  
 Nov 25. Ord Nov 25.  
 LINDSEY, DAVID, South Shields, Oil Merchant. Newcastle on Tyne. Pet Nov  
 28. Ord Nov 28.  
 LOWING, JAMES JOSEPH, Chelmsford, Builder. Chelmsford. Pet Nov 5. Ord  
 Nov 29.  
 MARSH, EMANUEL, Walsall, Grocer. Walsall. Pet Nov 29. Ord Nov 29.  
 NEWCOMB, JOHN HENRY, Leicester, Hosiery Manufacturer. Leicester. Pet  
 Nov 28. Ord Nov 28.  
 PARKER, JOHN, Towcester, Northamptonshire, Ironmonger. Northampton. Pet  
 Nov 28. Ord Nov 29.  
 RALPH, PHILIP, Hereford, Chemist. Hereford. Pet Nov 28. Ord Nov 28.  
 ROSE, WILLIAM BAER, Sandhutton, nr Thirsk, Yorks, Farmer. Northallerton.  
 Pet Nov 29. Ord Nov 29.  
 RUST, ARTHUR, Margaret Roding, Essex, Farm Bailiff. Chelmsford. Pet Nov  
 30. Ord Nov 29.  
 SCHULER, J. OTTO, Hatton garden, Goldsmith. High Court. Pet Sept 14. Ord  
 Nov 28.  
 SEALY, THOMAS, Cardiff, Furniture Dealer. Cardiff. Pet Nov 26. Ord Nov 26.  
 SHAW, TOM, Derby, Joiner. Derby. Pet Nov 28. Ord Nov 29.  
 SLATER, HENRY, Walton, nr Stone, Staffs, Milksealer. Stafford. Pet Nov 29.  
 Ord Nov 29.  
 SPERRING, ROBERT, Westbury, Somerset, Farmer. Wells. Pet Nov 30. Ord  
 Nov 30.  
 SPRINKS, EDWIN ARTHUR, Ramagete, Licensed Victualler. Canterbury. Pet  
 Nov 26. Ord Nov 26.  
 STOWE, BENJAMIN, South, Lincolnshire, Miller. Lincoln. Pet Nov 28. Ord Nov  
 28.  
 SUMMERHAYES, TOM ALBERT, Ebbw Vale, Mon, Baker. Tredegar. Pet Nov 30.  
 Ord Nov 30.  
 SWIFT, THOMAS MORRIS, Lavenham rd, Battersea, Clerk. High Court. Pet Nov  
 26. Ord Nov 26.  
 TAYLOR, GEORGE J, Manchester, Calico Printer. Manchester. Pet Nov 16. Ord  
 Nov 30.  
 THOMAS, WILLIAM, Llanelly, Carn, Grocer. Carmarthen. Pet Nov 28. Ord  
 Nov 28.  
 THOMPSON, SAMUEL, Bilston, Staffs, Grocer. Wolverhampton. Pet Nov 29.  
 Ord Nov 29.

WILSON, JOHN WILLIAM, Leicester, Coal Merchant. Leicester. Pet Nov 21.  
 Ord Nov 20.  
 WOOD, JOHN WILLIAM, Leeds, Tailor. Leeds. Pet Nov 30. Ord Nov 30.  
 The following amended notice is substituted for that published in the  
 London Gazette of Nov 25.  
 CARE, RICHARD STEWEL, Whitby, Yorks, Lodging House Keeper. Stockton on  
 Tees and Middlesbrough. Pet Nov 21. Ord Nov 21.

## FIRST MEETINGS.

ARELS, FRANK, Birmingham, Tailor. Dec 14 at 11. 25, Colmore row, Birming-  
 ham.  
 ADAMS, WILLIAM, Plymouth, Bargeowner. Dec 13 at 11. 15, Frankfort st, Ply-  
 mouth.  
 ALEER, WILLIAM, Upholland, Lancs, Farmer. Dec 20 at 10.30. Wigan County  
 Court.  
 ALLOOCK, CHARLES, Birkenhead, Greengrocer. Dec 14 at 2. Off Rec, 48, Hamilt-  
 on sq, Birkenhead.  
 ATKINSON, HENRY ARTHUR CAMERON, Newcastle on Tyne, Provision Merchant.  
 Dec 15 at 2.30. Off Rec, Pink lane, Newcastle on Tyne.  
 BREWER, WILLIAM HENRY, Brixham, Devon, Bootmaker. Dec 15 at 1. Royal  
 Hotel, Bristol.  
 CLARKE, WILLIAM, Eye, Hereford, Timber Hauler. Dec 15 at 10. 18, Corn sq,  
 Leominster.  
 COATES, JAMES STEELE, ROBERT JAMES COATES, and EDWARD JAMES COATES,  
 Bury St Edmunds, Coachbuilders. Dec 16 at 12.45. Guildhall, Bury St  
 Edmunds.  
 COLSON, WILLIAM GRANT, Gosport, Hampshire, Corn Merchant. Dec 12 at 3.30.  
 166, Queen st, Portsea.  
 COMPTON, JOHN BOSTON, Pottton, Bedford, Gardener. Dec 14 at 10.30. 8, St  
 Paul's sq, Bedford.  
 DAVIES, EVAN, Pontyclun, Glamorgan, Mason. Dec 13 at 12. Off Rec, Merthyr  
 Tydfil.  
 DRAPER, JOSEPH, Bridge Wharf, Battersea, Packing Case Maker. Dec 9 at 3.  
 100, Victoria st, Westminster.  
 EAMONSON, GEORGE WILLIAM, Forest gate, out of business. Dec 9 at 11. Bank-  
 ruptcy bldgs, Lincoln's inn.  
 EDMONDS, PHILIP, Gaywood, Norfolk, Stonemason. Dec 10 at 1. Off Rec, 8,  
 King st, Norwich.  
 EVANS, LEWIS, Pontardawe, Glamorganshire, Collier. Dec 12 at 11. Off Rec, 6,  
 Rutland st, Swansea.  
 FENTON, JOHN WELTON, Woodcotes, Notts, Farmer. Dec 9 at 12. Off Rec, 1,  
 High pavement, Nottingham.  
 FIRTH, THOMAS JETES, Broughton Astley, Leicestershire, Publican. Dec 13 at 3.  
 28, Friar lane, Leicester.  
 FUSSELL, THOMAS, Sturt, Wilts, Miller. Dec 15 at 12.30. Bear Hotel, Devizes.  
 GOODWIN, HENRY, Southwark pk rd, Bermondsey, Baker. Dec 9 at 2.30. 33  
 Carey st, Lincoln's inn.  
 GRAHAM, WILLIAM, Slaley, Northumberland, Yeoman. Dec 13 at 2.30. Off Rec,  
 Pink lane, Newcastle on Tyne.  
 GREENSMITH, GEORGE, Great Grimsby, Insurance Agent. Dec 14 at 12. Off Rec,  
 8, Haven st, Great Grimsby.  
 HACKER, ISAAC, Wantage, Baker's Assistant. Dec 12 at 11.30. 1, St Aldates, Ox-  
 ford.  
 HUBST, WILLIAM, Eastbourne, Coal dealer. Dec 9 at 12. Off Rec, Pavilion bldgs,  
 Brighton.  
 JENKINSON, THOMAS, Great Yarmouth, Smack Owner. Dec 10 at 1.15. Off Rec,  
 8, King st, Norwich.  
 JENKINS, JOHN, Newport, Mon, Grocer. Dec 12 at 12. Off Rec, Bank  
 chambers, Bristol.  
 JONAS, JOHN ARTHUR, Pickering, Yorks, Tobaccoist. Dec 9 at 12. Off Rec, 14  
 Newborough st, Scarborough.  
 LAMB, JOSEPH, Wymeswold, Leicestershire, Wheelwright. Dec 13 at 11. 26,  
 Friar lane, Leicester.  
 LAMBERT, THOMAS, EYER, Gloucester cres, Captain of 26th Regiment. Dec 9 at 11.  
 Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 LINDSEY, DAVID, South Shields, Oil Merchant. Dec 12 at 11. Off Rec, Pink lane  
 Newcastle on Tyne.  
 MOSSE, THOMAS, Southwick, Durham, Farmer. Dec 12 at 3.30. Off Rec, 21, Fawcett  
 st, Sunderland.  
 NEWCOMB, JOHN HENRY, Leicester, Hosiery Manufacturer. Dec 13 at 12.30.  
 28, Friar lane, Leicester.  
 NEWMAN, THOMAS HENRY, and GEORGE NEWMAN, Cornwood, Devon, Millers.  
 Dec 9 at 3. 18, Frankfort st, Plymouth.  
 PICKERTON, JOSEPH, South Hill pk and 18, Nassington rd, Hampstead, Builder.  
 Dec 9 at 12. 33, Carey st, Lincoln's inn.  
 PITCHER, FRANK, Fordwich, Kent, Carpenter. Dec 9 at 9.30. 38, St George's st,  
 Canterbury.  
 RANDALL, JOSEPH, Aldershot, Ironmonger. Dec 9 at 11. 16 Room, 50 and 31, St  
 Swithin's lane.  
 SANDERS, WILLIAM FREDERICK, High st, Staines, Clockmaker. Dec 12 at 11. 16  
 Room, 30 and 31, St Swithin's lane.  
 SHAW, TOM, Derby, Joiner. Dec 9 at 12. Off Rec, St James's chambers, Derby.  
 SMITH, JOHN THOMPSON, East Langton, Leicestershire, Miller. Dec 10 at 12.30.  
 28, Friar lane, Leicester.  
 SUNDERLAND, NATHAN, Leeds, Grocer. Dec 13 at 12. Off Rec, 22, Parkrow, Leeds.  
 THOMAS, JOHN, Usk, Mon, out of business. Dec 10 at 12. Off Rec, 12, Tredegar  
 place, Newport, Mon.  
 THOMAS, THOMAS, and SAMUEL GEORGE, Cardiff, Builders. Dec 12 at 2.30. Off  
 Rec, 3, Crookherbtown, Cardiff.  
 TOYE, CHARLES, Birmingham, Boot Dealer. Dec 13 at 11. 25, Colmore rd, Bir-  
 mingham.  
 TURTON, JOHN ROBERT, Birmingham, out of business. Dec 15 at 11. 25, Colmore  
 rd, Birmingham.  
 WEEKES, WILLIAM, Wolverhampton, out of business. Dec 13 at 11. Off Rec, St  
 Peter's close, Wolverhampton.  
 WILBY, GEORGE, Leeds, Police Constable. Dec 12 at 11. Off Rec, 22, Park row,  
 Leeds.  
 WILSON, JOHN WILLIAM, Leicester, Coal Merchant. Dec 14 at 12.30. 28, Friar  
 lane, Leicester.

## ADJUDICATIONS.

AIKER, WILLIAM, Upholland, Lancashire, Farmer. Wigan. Pet Nov 29. Ord  
 Nov 29.  
 AMBLER, WILLIAM LIFE, York, Milk Dealer. York. Pet Nov 24. Ord Nov 24.  
 BACHE, JANE, Wilmington sq, Clerkenwell, Jeweller. High Court. Pet Nov 28.  
 Ord Nov 28.  
 BACK, UHERR, Blackfriars rd, Rope Manufacturer. High Court. Pet Nov 28.  
 Ord Nov 29.  
 BELLHOUSE, WILLIAM, Leeds, out of business. Leeds. Pet Nov 28. Ord Nov 28.  
 BEST, THOMAS SAMUEL, Kingston on Hull, Bottle Merchant. Kingston on Hull.  
 Pet Nov 28. Ord Nov 29.  
 BLEWITT, BENJAMIN, Kingswinford, Staffs, Publican. Stourbridge. Pet Nov 24.  
 Ord Nov 24.  
 CHITCOCK, BENJAMIN, Eye, Suffolk, Farmer. Ipswich. Pet Oct 18. Ord Nov 25.  
 COMPTON, JOHN BOSTON, Pottton, Beds, Gardener. Bedford. Pet Nov 17. Ord  
 Nov 28.

DERBY, ALBERT WILLIAM, West India Dock rd, Plumber. High Court. Pet Nov 2. Ord Nov 30.  
 DIXON, CHARLES, Kingston on Hull, Rullyman. Kingston on Hull. Pet Nov 28. Ord Nov 28.  
 DUREIN, THOMAS JOSEPH, Crewe, Draper. Nantwich and Crewe. Pet Nov 23. Ord Nov 23.  
 GALE, WILLIAM, Leeds, Timber Merchant. Leeds. Pet Nov 28. Ord Nov 28.  
 GALLOWAY, WALTER READ, Peckham Rye, Wine Merchant. High Court. Pet Nov 8. Ord Nov 29.  
 GRAHAM, WILLIAM, Slaley, Northumberland, Yeoman. Newcastle on Tyne. Pet Nov 30. Ord Nov 30.  
 GRAHAM, WILLIAM GEORGE, Gateshead, Durham, Oil Merchant. Newcastle on Tyne. Pet Nov 19. Ord Nov 26.  
 HAMBROUGH, WINDSOR JOHN BEAUCHAMP, Park Village East, Regent's pk, Gent. High Court. Pet Nov 4. Ord Nov 30.  
 HASTLOW, THOMAS, Birmingham, Grocer. Birmingham. Pet Oct 4. Ord Nov 30.  
 HILL, BENJAMIN, South Stockton, Yorks, Tailor. Stockton on Tees and Middlesborough. Pet Nov 28. Ord Nov 28.  
 HOLLAND, MATTHEW, New Clec, Lincs, Grocer. Gt Grimsby. Pet Nov 28. Ord Nov 29.  
 HOLLINRAKE, JOHN CROSSLEY, Batley, Yorks, Grocer. Dewsbury. Pet Nov 29. Ord Nov 29.  
 HUDD, HENRY, Brynmawr, Brecon, Boot Manufacturer. Tredegar. Pet Nov 25. Ord Nov 28.  
 JENKINSON, THOMAS, Gt Yarmouth, Smack Owner. Gt Yarmouth. Pet Nov 23. Ord Nov 29.  
 JONES, JOHN ARTHUR, Pickering, Yorks, Tobaccoist. Scarborough. Pet Nov 29. Ord Nov 29.  
 LANCASTER, EMILY, Withington, Lancs, Box Manufacturer. Manchester. Pet Nov 30. Ord Nov 30.  
 LANGFORD, JOSEPH, Pembroke, Hereford, Farmer. Leominster. Pet Nov 29. Ord Nov 29.  
 MARSH, EMANUEL, Walsall, Grocer. Walsall. Pet Nov 29. Ord Nov 29.  
 MASON, WALTER HENRY, Derby, Paint Manufacturer. Leicester. Pet Nov 28. Ord Nov 29.  
 MILLER, EDWARD, Marchmont st, Russell sq, Baker. High Court. Pet Nov 14. Ord Nov 29.  
 MITCHELLSON, THOMAS, South Shields, Confectioner. Newcastle on Tyne. Pet Nov 23. Ord Nov 26.  
 MOSS, THOMAS, Southwick, Durham, Farmer. Sunderland. Pet Nov 22. Ord Nov 24.  
 NICHOLAS, THOMAS, Rhondda, Glamorganshire, Boot Manufacturer. Pontypridd. Pet Nov 21. Ord Nov 25.  
 OWEN, RICHARD, Bwlch, Fystill, Carnarvonshire, Farmer. Bangor. Pet Nov 19. Ord Nov 29.  
 PICKERING, EDWARD, Sunderland, Butcher. Sunderland. Pet Oct 28. Ord Nov 24.  
 RAINEY, JAMES FREDERICK, Walthamstow, Brickmaker's Foreman. High Court. Pet Nov 9. Ord Nov 28.  
 RALPH, PHILIP, Hereford, Chemist. Hereford. Pet Nov 26. Ord Nov 26.  
 RIDLEY, HERBERT, Ipswich, Warehouseman. Ipswich. Pet Nov 4. Ord Nov 25.  
 ROGERS, JOHN, Whitechurch, Salop, Accountant. Nantwich and Crewe. Pet Nov 14. Ord Nov 24.  
 ROSE, WILLIAM BARR, Sandhutton, nr Thirsk, Yorks, Farmer. Northallerton. Pet Nov 29. Ord Nov 29.  
 RUSSELL, JOHN WILLIAM, Brockley lane, Lewisham, Boot Manufacturer. High Court. Pet Sept 22. Ord Nov 28.  
 SEALEY, THOMAS, Cardiff, Furniture Dealer. Cardiff. Pet Nov 26. Ord Nov 28.  
 SHAW, TOM, Derby, Joiner. Derby. Pet Nov 28. Ord Nov 29.  
 SHAW, WILLIAM HENRY WOOD, and JOSEPH HERBERT WATTE, Huddersfield, Woollen Cloth Manufacturers. Huddersfield. Pet Nov 11. Ord Nov 29.  
 STOWE, BENJAMIN, East Ferry, Lincolnshire, Miller. Lincoln. Pet Nov 28. Ord Nov 28.  
 THOMAS, WILLIAM, Llanelly, Grocer. Carmarthen. Pet Nov 28. Ord Nov 28.  
 TRIGO, HENRIETTA LUCY, Newcastle on Tyne, Mantle Maker. Newcastle on Tyne. Pet Nov 24. Ord Nov 28.  
 TURTON, JOHN ROBERT, Birmingham, out of business. Birmingham. Pet Oct 31. Ord Nov 30.  
 WALKER, E. and A. WALKER, East Greenwich, Kent, Builders. Greenwich. Pet Aug 15. Ord Nov 29.  
 WALLIS, THOMAS, Long Eaton, Derbyshire, out of business. Derby. Pet Nov 11. Ord Nov 29.  
 WILSON, WILLIAM FREDERICK, Bournemouth, Jobmaster. Poole. Pet Nov 14. Ord Nov 30.  
 YEAPSON, ALFRED, Batley, Yorks, Rag Merchant. Dewsbury. Pet Nov 23. Ord Nov 29.

The following amended notice is substituted for that published in the London Gazette of Nov. 25.

CARE, RICHARD STEELS, Whitby, Yorks, Lodging House Keeper. Stockton on Tees and Middlesborough. Pet Nov 21. Ord Nov 31.

London Gazette.—TUESDAY, Dec. 6.

#### RECEIVING ORDERS.

ACKROYD, EDWIN, Manningham, Yorks, Cigar Merchant. Bradford. Pet Nov 30. Ord Nov 30.  
 ATKINSON, HENRY, Beeston, Notts, Lacemaker. Derby. Pet Dec 2. Ord Dec 2.  
 ATKINSON, SAMUEL, Croydon, Builders' Merchant. Croydon. Pet Dec 3. Ord Dec 3.  
 BALLINGALL, EMILY, Camden rd, Piano Maker. High Court. Pet Dec 1. Ord Dec 1.  
 BENNETT, ANN SOPHIA, Leeds, Bootmaker. Leeds. Pet Dec 2. Ord Dec 2.  
 CAREY, CHARLES, Coatham, nr Redcar, Yorks, Music Teacher. Stockton on Tees and Middlesborough. Pet Dec 1. Ord Dec 1.  
 CASE, JAMES, Southborough, Tunbridge Wells, Farmer. Tunbridge Wells. Pet Dec 1. Ord Dec 1.  
 COOKE, J. ARTHUR, Norwich, Tanner. Norwich. Pet Nov 31. Ord Dec 3.  
 COULSON, GEORGE, Hesale, Yorks, out of business. Kingston upon Hull. Pet Dec 1. Ord Dec 1.  
 DAINPRE, LEONORE, Colebrooke, Devon, Clerk in Holy Orders. Exeter. Pet Nov 30. Ord Nov 30.  
 DAVIES, LEWIS, Nantymoel, Glam, Bootmaker. Cardiff. Pet Dec 2. Ord Dec 2.  
 DREW, ALFRED, Ladbroke grove, Grocer. High Court. Pet Dec 3. Ord Dec 3.  
 DUNKLEY, EDWARD JAMES, Ullesthorpe, Leicestershire, Licensed Victualler. Leicester. Pet Dec 1. Ord Dec 1.  
 FLINTON, ISRAEL, Scalby, Yorks, Farmer. Scarborough. Pet Dec 2. Ord Dec 2.  
 FORSTER, JAMES, Leeds, Builder. Leeds. Pet Dec 3. Ord Dec 3.  
 FOWLE, WILLIAM, Freemantle, Hants, Florist. Southampton. Pet Dec 1. Ord Dec 1.  
 GASKELL, ANN, Kendal, Wool Dealer. Kendal. Pet Dec 3. Ord Dec 3.  
 GLINDON, JAMES JOHN, Stanthorpe rd, Streatham, Shorthand Writer. Wandsworth. Pet Dec 2. Ord Dec 2.

GRANT, RICHARD, Bristol, Metal Merchant. Bristol. Pet Dec 1. Ord Dec 1.  
 GULLY, EDWARD STEPHENS, Exeter, Cabinetmaker. Exeter. Pet Nov 30. Ord Nov 30.  
 HAIGH, BENJAMIN, and BURCHARD BUSCH, Dukinfield, Cheshire, Braasfounders. Ashton under Lyne and Stalybridge. Pet Nov 16. Ord Nov 30.  
 HUTCHINGS, ARTHUR ERICKWOOD, Stoke Damerel, Solicitor. East Stonehouse. Pet Dec 3. Ord Dec 3.  
 JACOBS, ELIJAH, Cinderford, Gloucestershire, Clothier. Gloucester. Pet Nov 18. Ord Dec 2.  
 JENNINGS, EDWARD, Burslem, Tin Plate Worker. Hanley, Burslem, and Tunstall. Pet Dec 2. Ord Dec 2.  
 JONES, RICHARD, Downton Upton Magna, Salop, Farmer. Shrewsbury. Pet Dec 1. Ord Dec 1.  
 MACDONALD, J. C, Hart st, Mark lane, Wine Merchant. High Court. Pet Nov 15. Ord Dec 2.  
 MALLETT, EDGAR, & Co, Soho sq, Printers. High Court. Pet Nov 3. Ord Dec 2.  
 MARSDEN, RUDOLPH ISAAC, Seething lane, Merchant. High Court. Pet May 25. Ord Nov 30.  
 MOORECROFT, CORNELIUS, Croydon, Butcher. Croydon. Pet Dec 1. Ord Dec 1.  
 MORECRAFT, ANNIE, Burton under Needwood, Staffordshire, Dealer in Fancy Goods. Burton on Trent. Pet Dec 3. Ord Dec 3.  
 OWEN, RICHARD, Llandwrog, Carnarvonshire, Quarryman. Bangor. Pet Dec 1. Ord Dec 1.  
 PAIGE, FRANCIS, Ugborough, Devon, Farmer. East Stonehouse. Pet Dec 2. Ord Dec 2.  
 PASCOE, MARTIN, JOHN CLEAR, and WILLIAM COCK, Bodmin, Cornwall, Mason. Truro. Pet Dec 3. Ord Dec 3.  
 PATTISON, JAMES, Uxbridge, nr Barrow in Furness, Farmer. Ulverston and Barrow in Furness. Pet Nov 17. Ord Dec 2.  
 POLLARD, GEORGE, Bristol, Carpenter. Bristol. Pet Dec 1. Ord Dec 1.  
 POOL, SARAH, Worship st, Finsbury, Skin Merchant. High Court. Pet Dec 3. Ord Dec 3.  
 PULLAN, ALBERT, Bradford, Yorks, Grocer. Bradford. Pet Nov 26. Ord Nov 26.  
 ROBERTS, URBANE TUBAL, Dowdals, Glamorgan, Confectioner. Merthyr Tydfil. Pet Dec 1. Ord Dec 1.  
 ROUSE, EDWARD BROUGHTON, Felixstowe, Suffolk, Solicitor. Ipswich. Pet Dec 1. Ord Dec 1.  
 SNOWDON, WILLIAM, Oldham, Cabinet Maker. Oldham. Pet Dec 3. Ord Dec 3.  
 STONE, JAMES HENRY, Newport, Mon, Tailor. Newport. Mon. Pet Dec 3. Ord Dec 3.  
 THERMAN, FREDERICK WALTER, Beaumont sq, Mile End, Salesman. High Court. Pet July 19. Ord Nov 17.  
 THORN, JOHN, Cheltenham, no occupation. Cheltenham. Pet Dec 1. Ord Dec 1.  
 WILSON, JOHN BAKER, Birmingham, Baker. Birmingham. Pet Dec 1. Ord Dec 1.  
 WINTERS, CHARLES, New Clec, Lincoln, Smack Captain. Gt Grimsby. Pet Dec 1. Ord Dec 1.

The following amended notice is substituted for that published in the London Gazette of Sept. 16.

AINSWORTH, ERNEST ALBERT HARRISON, out of England, Gent. High Court. Pet Aug 11. Ord Sept 12.

#### FIRST MEETINGS.

ABBOTT, WILLIAM HODSON, Kirby Folly, Nottingham, Surgeon. Dec 13 at 12. Off Rec, 1. High pavement, Nottingham.  
 ACKROYD, EDWIN, Bradford, Cigar Merchant. Dec 13 at 11. Off Rec, 31, Manor row, Bradford.  
 ANDERSON, MAURICE, Luton, Grocer. Dec 13 at 12. Off Rec, Park st West, Luton.  
 ARNOLD, DAVID, Flinstead, Hertford, no occupation. Dec 13 at 3. Off Rec, Park st West, Luton.  
 ATKINSON, HENRY, Beeston, Nottingham, Lace Manufacturer. Dec 14 at 8. Flying Horse Hotel, Nottingham.  
 AYERS, SAMSON MANOAH, Eastboro', Dewsbury, Watchmaker. Dec 13 at 10. Off Rec, Bank chmbrs, Batley.  
 BELLHOUSE, WILLIAM, Leeds, out of business. Dec 13 at 12. Off Rec, 22, Park row, Leeds.  
 BOUSFIELD, EDWIN JAMES, Gutter lane, Glover. Dec 13 at 11. 33, Carey st, Lincoln's inn.  
 BRADLEY, RICHARD, Gt Bridge, Stafford, Boat Builder. Dec 19 at 10.30. County Court, Oldbury.  
 CAIR, RICHARD STEELS, Whitby, Yorks, Lodging house Keeper. Dec 16 at 11. Queen's Hotel, Leeds.  
 CARTER, HENRY THOMAS, Bristol, Superintendent in Post Office. Dec 14 at 1. Off Rec, Bank chmbrs, Bristol.  
 CRISP, EDWARD PHILIP, Coventry, Hatter. Dec 15 at 2. E T Pearson, Off Rec, 17, Ectford st, Coventry.  
 DAINPRE, LEONORE, Colebrook, Devon, Clerk in Holy Orders. Dec 14 at 11. Castle of Exeter, Exeter.  
 DAWSON, CHARLES, New Clec, Lincolnshire, Fish Merchant. Dec 14 at 12.30. Off Rec, 3, Haven st, Gt Grimsby.  
 DIXON, CHARLES, Kingston upon Hull, Rullyman. Dec 13 at 11. Incorporated Law Society, Lincoln's inn bldgs, Bowdley lane, Hull.  
 DUNKLEY, EDWARD JAMES, Ullesthorpe, Leices, Licensed Victualler. Dec 15 at 12.30. 22, Fyfar lane, Leicester.  
 DYER, WILLIAM, Birmingham, Jeweller. Dec 16 at 11. 25, Colmore row, Birmingham.  
 EVE, ARTHUR, Victoria rd, Kensington, Printer. Dec 15 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 GRANT, RICHARD, Bristol, Iron Merchant. Dec 16 at 3.30. Off Rec, Bank chmbrs, Bristol.  
 HARRIS, HENRY, Edgbaston, Birmingham, Jewellers' Factor. Dec 16 at 3. 25, Colmore row, Birmingham.  
 HICKLIN, ALFRED, Newington green rd. Dec 13 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 HOWELLS, J. P. Newport, Mon, Timber Merchant. Dec 13 at 2.30. Off Rec, 3, Crookherbtown, Cardiff.  
 HOWELLS, J. R. Cardiff, Sawmill Agent. Dec 13 at 12. Off Rec, 3, Crookherbtown, Cardiff.  
 HUCKLESBY, ALBERT, Luton, Straw Plait Warehouseman. Dec 13 at 11. Off Rec, Park st West, Luton.  
 HULBERT, FRANCIS RICHARD, High st, Wapping, Licensed Victualler. Dec 14 at 11. 23, Carey st, Lincoln's inn.  
 INGLEBY, WILLIAM, Felbeck, nr Pateley Bridge, Yorks, Publican. Dec 16 at 2.45. Prospect Hotel, Harrogate.  
 JOHNSON, JOSEPH, Leckhampton, Gloucester, Grocer. Dec 16 at 10.30. County Court, Cheltenham.  
 JONES, RICHARD, Upton Magna, Salop, Farmer. Dec 13 at 10. Law Society, Talbot chmbrs, Shrewsbury.  
 KINDRELL, JAMES, Harrow on the hill, Builder. Dec 14 at 1. Ewen & Roberts, Solicitors, 42, The Outer Temple, Strand, London, W.C.  
 KIRBY, THEODORE, Plaistow, Essex, Oilman. Dec 13 at 12. 33, Carey st, Lincoln's inn.  
 MANTZ, HEINRICH FREDERICH, Boyd rd, Canning Town, Baker. Dec 14 at 2.30. 33, Carey st, Lincoln's inn.  
 MARSHALL, JAMES, West Bromwich, Builder. Dec 19 at 10.45. County Court, Oldbury.



PETERS, MILES, Kennington road, out of business. Dec 15 at 12. 33, Carey st, Lincoln's Inn.  
 PIDCOCK, HAMILTON, the younger, St Katherine's Dock House, Tower Hill, Clerk. Dec 14 at 12. 33, Carey st, Lincoln's Inn.  
 POLLARD, GEORGE, Bristol, Carpenter. Dec 16 at 3. Off Rec, Bank chmbrs, Bristol.  
 PULLAN, ALBERT, Bradford, Grocer. Dec 13 at 10.30. Off Rec, 31, Manor row, Bradford.  
 ROUSE, EDWARD BROUGHTON, Felkistowe, Suffolk, Solicitor. Dec 14 at 12. Golden Lion Hotel, Ipswich.  
 SIDNEY, OCEIL WILLIAMS, Coventry, Coal Merchant. Dec 15 at 3. Off Rec, 17, Hertford st, Coventry.  
 SLATER, HENRY, Walton, nr Stone, Staffs, Milk seller. Dec 15 at 11.30. County Court, Stafford.  
 SPERRING, ROBERT, Westbury, Somersetshire, Farmer. Jan 17 at 12. Mitre Hotel, Wells.  
 SPIDERS, EDWIN ARTHUR, Ramsgate, Licensed Victualler. Dec 14 at 12. 72, High st, Ramsgate.  
 STONE, BENJAMIN, East Ferry, Lincolnshire, Warehouseman. Dec 14 at 12. Off Rec, 2, St Benedict's sq, Lincoln.  
 TAYLOR, GEORGE J, Manchester, Calico Printer. Dec 14 at 10.30. Off Rec, Ogden's chmbrs, Bridge st, Manchester.  
 THOMAS, WILLIAM, Llanelly, Carmarthenshire, Grocer. Dec 15 at 11. Off Rec, 11, Quay st, Carmarthen.  
 THOMPSON, PARKINSON, Market Rasen, Lincolnshire, Tailor. Dec 14 at 12. Off Rec, 2, St Benedict's sq, Lincoln.  
 WOOD, JOHN WILLIAM, Leeds, Tailor. Dec 13 at 11. Off Rec, 22, Park row, Leeds.  
 YATES, GEORGE, Reading, Sheriff's Officer. Dec 15 at 12. Queen's Hotel, Reading.

## ADJUDICATIONS.

ATKINSON, HENRY, Beeston, Nottinghamshire, Lace Manufacturer. Derby. Pet Dec 2. Ord Dec 3.  
 BARROW, CHARLES HENRY, Wolverhampton, Hairdresser. Wolverhampton. Pet Oct 27. Ord Dec 1.  
 BENNETT, ANN SOPHIA, Leeds, Boot Manufacturer. Leeds. Pet Dec 2. Ord Dec 2.  
 BOWACK, GEORGE, Moorgate st, East India Merchant. High Court. Pet Aug 11. Ord Dec 2.  
 BRADLEY, RICHARD, Gt Bridge, Staffordshire, Boat Builder. Oldbury. Pet Nov 24. Ord Nov 29.  
 BRAYN, HENRY SAMUEL DEFFERT, Liverpool, Insurance Company's Agent. Liverpool. Pet Nov 10. Ord Dec 1.  
 CAREY, CHARLES, Coatham, nr Redcar, Yorks, Music Teacher. Stockton on Tees and Middlesborough. Pet Dec 1. Ord Dec 1.  
 CARTER, HENRY THOMAS, Bristol, Superintendent at Post Office. Bristol. Pet Nov 30. Ord Dec 1.  
 CHARATAN, FREDRICK, Leadenhall st, Tobacconist. High Court. Pet Nov 25. Ord Dec 2.  
 CLARKE, THOMAS, Birmingham, Tailor. Birmingham. Pet Nov 29. Ord Dec 3.  
 COATES, JAMES STEKLE, ROBERT JAMES COATES, and EDWARD JAMES COATES, Bury St Edmunds, Coachbuilders. Bury St Edmunds. Pet Nov 22. Ord Nov 30.  
 CONRATH, EDWARD FREDERICK, Weymouth terr, Hackney rd, Moulding Works Proprietor. High Court. Pet Oct 15. Ord Dec 1.  
 COULSON, GEORGE, Hesele, Yorks, out of business. Kingston on Hull. Pet Dec 1. Ord Dec 1.  
 CRISP, EDWARD PHILIP, Coventry, Hatter. Coventry. Pet Nov 24. Ord Dec 1.  
 EVANS, LEWIS, Pontardawe, Glamorganshire, Collier. Neath. Pet Nov 26. Ord Dec 1.  
 EVE, ARTHUR, Victoria rd, Kensington, Printer. High Court. Pet July 23. Ord Dec 3.  
 FLICKERS, W. E., Union ct, Old Broad st, Merchant. High Court. Pet Nov 14. Ord Dec 2.  
 FORSTER, JAMES, Leeds, Builder. Leeds. Pet Dec 3. Ord Dec 3.  
 FORSTER, THOMAS, Monkseaton, Northumberland, Brewer. Newcastle on Tyne. Pet Nov 17. Ord Dec 3.  
 FOWLE, WILLIAM, Freemantle, Hants, Florist. Southampton. Pet Dec 1. Ord Dec 2.  
 FULLER, JOHN HAZEL, Watling st, Commission Agent. High Court. Pet Oct 10. Ord Dec 2.  
 GARDNER, WILLIAM HENRY, West Sunderland, Grocer. Sunderland. Pet Nov 24. Ord Nov 28.  
 GASKELL, ANN, Kendal, Wool Dealer. Kendal. Pet Dec 3. Ord Dec 3.  
 GOODMAN, WILLIAM HENRY, Ramsgate, Builder. Canterbury. Pet Nov 17. Ord Dec 2.  
 HAIGH, BENJAMIN, and BURCHARD BUSCH, Dunkinfield, Cheshire, Brass Founders Ashton under Lyne and Stalybridge. Pet Nov 16. Ord Dec 2.  
 HERMANN, HYMAN, Old st, St Luke's, Baker. High Court. Pet Nov 15. Ord Dec 3.  
 HICKMAN, EDWARD, West Bromwich, Licensed Victualler. Oldbury. Pet Nov 29. Ord Dec 2.  
 HUBBOLD, HENRY, Pennsett, Staffordshire, Brewer. Stourbridge. Pet Nov 24. Ord Nov 30.  
 INGLEY, WILLIAM, Felbeck, nr Pateley bridge, Yorks, Publican. Northallerton. Pet Nov 21. Ord Dec 2.  
 JARDINE, WILLIAM, Gt Winchester st, Diamond Merchant. High Court. Pet Oct 13. Ord Dec 1.  
 JENNINGS, EDWARD, Crewe, Tinplate Worker. Hanley, Burslem, and Tunstall. Pet Dec 2. Ord Dec 2.  
 JOHNSON, JOSEPH, Lockhampton, Gloucestershire, Grocer. Cheltenham. Pet Nov 29. Ord Dec 3.

KIRBY, STEPHEN, and THOMAS KIRBY, Leavening, Yorks, Farmers. Scarborough. Pet Nov 14. Ord Dec 3.  
 LEBBURY, WILLIAM, Oldswinford, Worcestershire, Builder. Stourbridge. Pet Nov 25. Ord Nov 30.  
 MANFIELD, ELIJAH, Cranleigh, Surrey, Brickmaker. Guildford and Godalming. Pet Nov 26. Ord Dec 1.  
 MICKLETH, THOMAS, jun, Eastcheap, Stationer. High Court. Pet Oct 13. Ord Dec 3.  
 MOORCRAFT, CORNELIUS, Hollingbourne, Maidstone, Butcher. Croydon. Pet Dec 1. Ord Dec 2.  
 MYERS, EDWARD, Halifax, Cabinet Maker. Halifax. Pet Nov 17. Ord Nov 30.  
 NICHOLAS, THOMAS, Skewen, near Neath, Draper. Neath. Pet Nov 16. Ord Dec 1.  
 OWEN, RICHARD, Carmel Llandwrog, Carnarvonshire, Quarryman. Bangor. Pet Nov 30. Ord Dec 1.  
 OXFORD, WILLIAM, Westbourne, Hampshire, Grocer. Poole. Pet Oct 28. Ord Dec 1.  
 PETERS, MILES, Kennington rd, Camberwell, out of business. High Court. Pet Nov 19. Ord Dec 1.  
 PIGOTT, EVERFIELD BOTRY, Ellisfield, Hampshire, Clerk in Holy Orders. Winchester. Pet Oct 17. Ord Dec 3.  
 POLLARD, GEORGE, Bristol, Carpenter. Bristol. Pet Dec 1. Ord Dec 1.  
 PULLAN, ALBERT, Bradford, Yorks, Grocer. Bradford. Pet Nov 24. Ord Nov 26.  
 ROBERTS, URBANE TUBAL, Dowlais, Glamorgan, Confectioner. Merthyr Tydfil. Pet Nov 30. Ord Dec 1.  
 ROUSE, EDWARD BROUGHTON, Felkistowe, Suffolk, Solicitor. Ipswich. Pet Dec 1. Ord Dec 1.  
 SIDNEY, OCEIL WILLIAMS, Coventry, Coal Merchant. Coventry. Pet Nov 25. Ord Dec 1.  
 SLATER, HENRY, Walton, nr Stone, Stafford, Milk Seller. Stafford. Pet Nov 29. Ord Dec 2.  
 SMITH, FREDERICK, Coleman st, Builder. High Court. Pet Sept 29. Ord Dec 1.  
 SUMMERHAYES, TOM ALBERT, Ebbw Vale, Mon, Baker. Tredegar. Pet Nov 29. Ord Dec 3.  
 SYMONS, STEPHEN, Halifax, Innkeeper. Halifax. Pet Nov 8. Ord Nov 30.  
 TAYLOR, GEORGE J, Manchester, Calico Printer. Manchester. Pet Nov 16. Ord Dec 1.  
 THOMPSON, SAMUEL, Bilton, Staffs, Grocer. Wolverhampton. Pet Nov 26. Ord Dec 1.  
 THORNE, CLEMENT COOPER, Bridgewater, Commercial Traveller. Bridgewater. Pet Oct 31. Ord Dec 3.  
 WILLIAMS, AGNES, Liverpool, Rivet Manufacturer. Liverpool. Pet Nov 14. Ord Dec 3.  
 WILSON, JOHN BAKER, Birmingham, Baker. Birmingham. Pet Dec 1. Ord Dec 3.  
 WINTERS, CHARLES, New Cleo, Lines, Smack Capasin. Great Grimsby. Pet Dec 1. Ord Dec 1.  
 WOODS, HENRY BENNETT, Great Yarmouth, Gardener. Great Yarmouth. Pet Oct 31. Ord Nov 16.

The following amended notice is substituted for that published in the London Gazette of Sept. 23.  
 AINSWORTH, ERNEST ALBERT HARRISON, residing out of England, Gent. High Court. Pet Aug 11. Ord Oct 21.

## BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.  
 FISHER.—Dec. 1, at Brighton, the wife of Major R. Fisher, barrister-at-law, Commissioner, Kyrenia, Cyprus, of a son.  
 DEATH.  
 NOON.—Dec. 6, at Leigh-road, Highbury, George Noon, C.C., solicitor, aged 86.

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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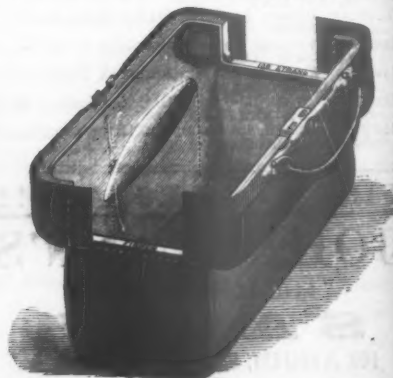
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